

22ND MAY 2019

Cottons

CHARTERED SURVEYORS

AUCTION

WEDNESDAY 22nd MAY 2019

11:00 AM

LOCATION

ASTON VILLA FOOTBALL CLUB

VILLA PARK

BIRMINGHAM

B6 6HE

0121 247 2233 auctions@cottons.co.uk

www.cottons.co.uk

Important notice to be read by all bidders

Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors. These conditions are available for inspection prior to the auction sale at the Vendors Solicitors and Auctioneers offices and online at www.cottons.co.uk and will also be available for inspection in the sale room on the day of the auction, but they will NOT then be read.

The purchaser shall be deemed to bid upon these terms whether they have inspected the conditions or not

Auctioneers Advice

If your bid is successful, you will have entered into a binding contract to purchase that particular Lot. It is therefore important that you consider the following:

1. It is important for you to view the property and satisfy yourself as to the condition, obtaining any Surveyors reports you may feel appropriate. Viewing arrangements for each Lot are shown in the catalogue. Inspection of investment properties, is by courtesy of the tenant(s) and full consideration should be given to their occupancy.
2. It is assumed that interested parties have carefully inspected the relevant properties and made appropriate pre-contract searches and enquiries. You are advised to instruct your legal adviser to make these enquiries on your behalf. It is strongly recommended that prospective purchasers check the Auction particulars to satisfy themselves of the accuracy of all measurements, descriptions, statements etc and to confirm for their own purpose, any fixtures, fittings or contents present in the property, which are to be included or excluded from the sale. All measurements and areas referred to in these particulars are approximate only. Neither the Auctioneers nor the Vendor(s) are responsible for errors in description of any Lot or for any fault or defect, giving no warranty whatsoever, the buyers being held to have satisfied themselves as to the condition and description of the Lots before bidding. All information relating to investment properties has been provided by the vendors or agents acting on their behalf and whilst deemed to be accurate the auctioneers can provide no guarantees to this effect. All interested parties must satisfy themselves that the tenancy information contained within the auction catalogue is correct and bid on this basis.
3. The Auctioneers and/or Vendor(s) reserves the right to sell or withdraw any lot prior to the auction sale and cannot be held responsible for any abortive costs, losses or damages of a prospective purchaser. We would strongly recommend that you telephone on the day prior to the auction sale to confirm that the property you are interested in, is still for sale.
4. Some lots may be subject to last minute changes or corrections given on the day of the auction by way of addendum.
5. The Auctioneers provide no guarantee nor have they tested any of the services, sanitary fittings, drains and any other pipework, appliances, heating systems and electrical fittings. Prospective purchasers are advised to undertake their own investigations.
6. It is important that any finance arrangements are made well in advance of the auction date, as you will normally be expected to complete the sale within 28 days thereafter.

IMPORTANT NOTICE

All Bidders must arrive at the Auction with the required Identification Documents and an appropriate means of Deposit Payment. Full details are outlined below. If you fail to comply with these requirements, we will be unable to register you for Bidding.

Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

Money Laundering Regulations were introduced by the Government from 1st March 2004 governing the way in which auction deposits are taken.

To comply with this Act, we require all purchasers to pay their deposit by any of the following methods:

- **Bank/Building Society Draft**
- **Personal/Company Cheque (All cheques must be accompanied by a Bank/Building Society statement showing proof of funds)**
- **Card Payments**
 - Please note that we accept Visa and Mastercard
 - Personal Debit Cards
 - Personal Credit Cards are NOT accepted
 - Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
 - All Cards must be Chip & Pin enabled

All purchasers are requested to ensure that cleared funds are available on the day of the auction which may entail a transfer of funds to their bank account three days before the auction.

ID

All purchasers will be required to provide proof of both their Identity and Current Address. We require that all parties intending to bid for any properties, must bring with them the following items:

- **Full UK Passport or Photo Driving Licence (for identification)**
- **Either a Recent Utility Bill, Council Tax Bill or Bank Statement (as proof of your residential address)**

Third Party Bidding

If bidding on behalf of a third party, the bidder must provide the name and address of that third party on whose behalf they are bidding, together with required identification documents for both the successful bidder and for the third party, together with the third party's written authority under which the bid has been made.

7. We the Auctioneers may refuse to accept a bid. We do not have to explain why. If there is a dispute over bidding we are entitled to resolve it and our decision is final. Unless stated otherwise, each lot is subject to a reserve price. If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction. The seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.

8. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property they have purchased under the terms of the auction contract. The Auctioneers can arrange through their special "Auction Block Policy" insurance cover for 28 days from the auction date. This insurance is subject to receipt of instructions from the purchaser within 30 minutes of the sale, and subject to normal underwriting criteria.

9. At the fall of the hammer, the successful bidder must immediately present to the Auctioneers staff their name, address and solicitors details, and if bidding on behalf of a third party, the name and address of the person or company, on whose behalf they have been bidding. Proof of identity is required, so ensure that you bring with you a Driving Licence, Passport or other acceptable form of identification.

10. The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid before leaving the auction room. If the purchaser fails to comply with this condition, the money deposited, in part payment or the full purchase price, if this has been paid by the purchaser, shall be forfeited and any or all of the Lots may, at the discretion of the Auctioneers, be re-sold by public or private sale and any deficiency, together with all costs, attending such a re-sale, shall be made good by the defaulter at this sale.

11. If any question should arise, not provided for in any of the conditions, the Auctioneers shall decide the same and their decision shall be final.

12. The Auctioneers reserve the right to photograph successful bidders for security purposes.

13. The successful bidder will be required to pay an Administration Fee of £950 (inclusive of VAT), in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £250 (inclusive of VAT).

14. Value Added Tax: It is the responsibility of all bidders to inspect the legal packs and make their own enquiries relating to whether or not VAT will be charged in addition to the purchase price for a particular Lot.

15. If you have never been to an auction or require more information about a particular Lot, you are welcome to contact our office with any enquiries which you may have. All bidders are reminded that it is their responsibility to inspect the legal packs to satisfy themselves that they are fully aware of all terms and conditions including any Auctioneers or Solicitors fees/costs and Disbursements for which they are responsible, completion dates and other relevant matters that they will be obliged to comply with once they have successfully purchased the property. The auctioneers assume that by bidding for a property you have made all appropriate enquiries.

16. Under the provisions of the general data protection regulations (GDPR), please review our privacy policy located on our website www.cottons.co.uk/contact/ if you require any clarification upon how we hold data.

If bidding for a company evidence of the company's incorporation, directorships and required identification documents for the authorised officer together with written authority to bid should be provided.

The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid and pay the auctioneer's administration fee before leaving the auction room.

If you have questions regarding deposit payment or relating to the documentation required, then please do not hesitate to contact the auction department prior to the sale day.

Misrepresentation Act

The Auctioneers for themselves and for the Vendors or Lessors of the property, whose agents they are, give notice that:

1. The particulars are set out as a general outline only for the guidance of intending purchasers or lessees, and do not constitute nor constitute part of any offer or contract.
2. All descriptions, dimensions, references to conditions and necessary permissions for use and occupation and any other details are given in good faith and are believed to be correct. Any intending purchasers or tenants should not rely on them as statements or representations of fact, but must satisfy themselves by inspection or otherwise as to the correctness of each of them.
3. No person in the employment of the Auctioneers has authority to make any or give any representation or warranty whatever in relation to these properties.

Definition

Definition of Guide Prices

The guide price is an indication of the seller's current minimum price expectation at auction and the guide price, or range of guide prices, is given to assist prospective purchasers. The guide price can be adjusted by the seller at any time up to the day of the auction in light of the interest shown during the marketing period and bidders will be notified of this change on our website and by the auctioneer prior to the lot being offered.

Definition of Reserve Price

The reserve price is the seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. It is usual, but not always the case that a provisional reserve is agreed between the seller and the auctioneer at the start of marketing and the Final Reserve Price will be agreed between the auctioneer and the seller prior to the auction sale. Whilst the reserve price is confidential it will usually be set within the quoted guide range and in any event will not exceed the highest quoted guide price.

A COLLECTIVE AUCTION SALE of 50 LOTS

Order of Sale

Comprising of a range of Residential and Commercial, Vacant and Investment properties, Land and Development Opportunities and Freehold Ground Rents. By instruction of a variety of Vendors including, Dudley Metropolitan Borough Council, Coventry Council, Housing Associations, Solicitors, Administrators, Joint Property Agents, Companies and Private Clients.

1	35 NORTHANGER RD, ACOCKS GREEN, B27 7RG	Freehold Vacant Residential
2	LAND, SALTWELLS ROAD, NETHERTON	Freehold Land
3	OFFICE ETC, UNETT COURT, ST. MATTHEWS RD, B66 3TN	Leasehold Vacant Commercial
4	48 RYLAND CLOSE, LEAMINGTON SPA, CV31 1HU	Leasehold Vacant Flat
5	GRAZING LAND, SMALL LANE, EARLSWOOD, B94 5EJ	Freehold Land
6	FLAT 9 BLAKESLEY MEWS, STECHFORD, B33 8PN	Leasehold Flat Investment
7	LAND, NEW JOHN STREET, HALESOWEN, B62 8HL	Freehold Land
8	8 MINSTER DRIVE, SMALL HEATH, B10 0LD	Leasehold Vacant Flat
9	236 UXBRIDGE ST, BURTON-ON-TRENT, DE14 3LA	Freehold Vacant House
10	AVION GRILL, 2 BARGATE DRIVE, WOLV., WV6 0QW	Freehold Takeaway Investment
11	28 BROMSGROVE ROAD, HALESOWEN, B63 3JL	Freehold Vacant House
12	10 - 12 SILVER STREET, KINGS HEATH, B14 7QU	Freehold Retail Investment
13	163 BANK STREET, BRIERLEY HILL, DY5 3DD	Freehold Vacant Pub
14	LAND R/O 315 BLOSSOMFIELD RD, SOLIHULL, B91 1TF	Freehold Land
15	LAND FRONTING WATERWAY COURT, BHAM, B14 4HW	Freehold Land
16	LAND, ST PAULS SQUARE & LUDGATE HILL, BHAM, B3 1EP	Freehold Land
17	FLAT 40 CARNEGIE AVENUE, TIPTON, DY4 8SX	Leasehold Vacant Flat
18	LAND, TANSLEY HILL AV, DUDLEY, DY2 7NG	Freehold Land
19	102 ADDISON RD, KINGS HEATH, B14 7EN	Freehold Vacant House
20	33-39 LANGLEY HIGH ST, OLDBURY, B69 4SN	Freehold Mixed Use Commercial
21	10 THE FURLONG, WEDNESBURY, WS10 9SU	Leasehold Vacant Flat
22	LAND, POOLE CRESCENT, BILSTON, WV14 8SS	Freehold Garage Yard
23	GARAGE SITE, FLANBOROUGH CL, COVENTRY, CV3 2FL	Leasehold Garage Yard
24	32 DUDLEY PARK RD, ACOCKS GREEN, B27 6QR	Freehold HMO Investment
25	41-49 HIGH STREET, KINGS HEATH, B14 7BH	Freehold Vacant Commercial
26	43 BOOTHEN ROAD, STOKE-ON-TRENT, ST4 4AH	Freehold Vacant House
27	21 BAKER ST, IRTHLINGBOROUGH, NN9 5PR	Freehold Vacant House
28	2 WESTBOURNE STREET, WALSALL, WS4 2JB	Freehold Residential Investment
29	15B DURBERVILLE RD, WOLVERHAMPTON, WV2 2ES	Leasehold Residential Investment
30	135 MARY VALE ROAD, BIRMINGHAM, B30 2DN	Freehold Residential Investment
31	301 MARY VALE ROAD, BIRMINGHAM, B30 1PN	Freehold Residential Investment
32	11 SECOND AVENUE, SELLY PARK, B29 7HD	Freehold Residential Investment
33	LAND ADJ CASTLETON ST, DUDLEY, DY2 0LU	Freehold Development Land
34	1-3 BIRMINGHAM ST etc., OLDBURY, B69 4DT	Freehold Commercial Investment
35	56 WEYMOOR ROAD, HARBORNE, B17 0RX	Freehold Vacant House
36	148 WEOLEY PARK ROAD, SELLY OAK, B29 5HA	Freehold Development Opp.
37	1 BROCKWELL ROAD, KINGSTANDING, B44 9PF	Leasehold Shop/Flat Investment
38	FLAT 46 COURTNEY, KIDDERMINSTER, DY10 1LN	Leasehold Flat Investment
39	14 FRANKLIN ROAD, BOURNVILLE, B30 2HH	Freehold Residential Investment
40	69-71 CRANMORE ROAD, SHIRLEY, B90 4PU	Freehold Vacant Guest House
41	73 CRANMORE ROAD, SHIRLEY, B90 4PU	Freehold Vacant House
42	FGR 53 BAKER ST, BURTON-ON-TRENT, DE15 9LU	Freehold Ground Rent
43	30 AUGUSTUS ROAD, COVENTRY, CV1 5BZ	Freehold Vacant House
44	82 DUDLEY ROAD, OLDBURY, B69 3DW	Freehold Residential Investment
45	71 COSSINGTON ROAD, SILEBY, LE12 7RW	Freehold Residential Investment
46	56 VAUGHAN STREET, COALVILLE, LE67 3GH	Freehold Residential Investment
47	LAND, MYRTLE ROAD, DUDLEY, DY1 3HQ	Freehold Land
48	LAND, ENVILLE ROAD, KINGSWINFORM, DY6 0NL	Freehold Vacant Building
49	70 FIFTH AVENUE, BORDSELEY GREEN, B9 5RD	Freehold Vacant House
50	136 BROMFORD LANE, WEST BROMWICH, B70 7HS	Freehold Vacant House

Auctioneers:

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Kenneth F. Davis FRICS, Stuart R. Tullah FNAVA

Valuers:

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Jason Coombes B.A MARLA ANAVA, Andrew Smith,
Nick Burton, Richard Gaines, Kevin Hogan, Trish Doyle.

IMPORTANT NOTICE FOR PURCHASERS AT AUCTION

All Bidders must arrive at the Auction with the required Identification Documents and appropriate means of Deposit Payment. If you fail to comply with these requirements, you will be unable to bid.

ID REQUIREMENTS

- Full UK Passport or Photo Driving Licence
- Recent Utility Bill, Council Tax Bill, or Bank Statement (not a mobile phone bill)

CARD PAYMENTS

- Please note that we accept Visa and Mastercard Personal Debit Cards
- Personal Credit Cards are NOT accepted
- Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
- All Cards must be Chip & Pin enabled

AUCTIONEER'S ADMINISTRATION FEE

Immediately following your successful auction bid you are required to pay the auctioneer's administration charge as detailed in the auction catalogue

IMPORTANT NOTICE RELATING TO FEES / COSTS / CHARGES PAYABLE BY THE BUYER IN ADDITION TO THE PURCHASE PRICE

AUCTION ADMINISTRATION FEE

All buyers will be required to pay an Auction Administration Fee of £950 (Inclusive of VAT) payable on each Lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, in which case the fee will be £250 (Inclusive of VAT).

ADDITIONAL FEES / COSTS / CHARGES

Additional Fees / Costs / Charges **MAY** be payable by the buyer in addition to the purchase price. These **MAY** include sellers search costs/disbursements, reimbursement of sellers solicitors & auctioneers costs, outstanding service charge, ground rent payments, rent arrears / apportionment of rent, Value Added Tax (VAT), Stamp Duty, etc. and all prospective purchasers are advised to inspect the Legal Documents including the Sale Contract / Special Conditions and seek their own independent legal advice as to the full cost of purchasing a specific property.

It is assumed all bidders have inspected the Legal Packs available on our website and in the Auction Room prior to bidding and are fully aware of all terms and conditions including any Fees / Costs / Charges for which they are responsible, completion dates and other relevant matters that they will be obliged to comply with, once they have successfully purchased the property.

LOT 1

Freehold Vacant Three Bedroom Mid-Terraced House

*Guide Price: £65,000 - £70,000 (+Fees)

35 Northanger Road, Acocks Green, Birmingham, B27 7RG

Property Description:

A mid-terraced house of brick construction, surmounted by a slate clad roof, set back from the road behind a lawned foregarden. The property is partially double glazing.

The property is located on Northanger Road which is located directly off Olton Boulevard East, in turn leading to the Warwick Road with close proximity to the Stratford Road allowing ease of access into Birmingham City Centre.

Accommodation:

Ground Floor

Porch, Hallway, Reception Room with storage under the stairs, Kitchen leading to downstairs W/C, Bathroom with no fittings, Lean-to.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Double).

Outside:

Front: Lawned foregarden.

Rear: Large rear garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



DEPOSITS AND ADMINISTRATION FEE

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £950 (inclusive of VAT) being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £250 (inclusive of VAT). All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

Auction deposits may be paid by the following methods

Card Payments

- Please note that we accept Visa and Mastercard Personal Debit Cards
- Personal Credit Cards are NOT accepted
- Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
- All Cards must be Chip & Pin enabled

Personal/Company Cheque/Bank or Building Society Draft

(cheques payments must be accompanied by a Bank/Building Society Statement showing proof of funds)

All purchasers are requested to ensure that cleared funds are available on the day of the auction which may entail a transfer of funds to their bank account three days before the auction.

If you need any help please contact the Auction Team Tel 0121 247 2233

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LOT 2

Freehold Land with Residential Development Potential

*Guide Price: £70,000 - £80,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council

Former Lock Up Garage Site, Saltwells Road, Netherton, Dudley, DY2 0AB

Property Description:

A parcel of land, rectangular in shape, extending to an area of approximately 0.25 acres (1,030 sq m) and situated directly between nos. 18 and 20 Saltwells Road, having a wide road frontage. The site previously contained lock up garages which have now been demolished and cleared.

Saltwells Road forms part of an established residential area and the property is located close to the junction with Cradley Road (B4173) approximately two miles to the south of Dudley Town Centre, one mile to the north of Cradley Heath and two miles to the east of Merry Hill Shopping Centre.

Planning:

The site may be suitable for residential development and all interested parties should contact the Local Planning Department at Dudley MBC, prior to bidding to discuss the viability of any proposals they may have for the site.

Legal Documents: Available at www.cottons.co.uk

Viewings: External Only.



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Once you have successfully bid for a property you will be required to present the Auctioneers with the following ID:

**Full UK Passport or Photo Driving Licence (For identification)
Plus a Recent Utility Bill, Council Tax Bill or Bank Statement
(as proof of your residential address)**

All bidders are required to register with ourselves prior to the commencement of the auction and would request where possible that potential purchasers visit our offices along with the necessary ID and pre-register.

Thank you in advance for your co-operation.
If you need any help please contact the Auction Team
Tel 0121 247 2233

LOT 3
Vacant Leasehold Office, Store & Laundry (Potential Conversion)

*Guide Price: £15,000 - £20,000 (+Fees)

Office Store & Laundry, Unett Court, St. Matthews Road, Smethwick, West Midlands B66 3TN
Property Description:

An office, store room and laundry located on the ground floor of a purpose built block of flats constructed of brick and surmounted by a tiled roof set back from the road behind communal gardens and gated parking area. The premises are located on the ground floor comprising of a self-contained office with frontage to the external elevation and rear entrance from within the building. The Headlease also includes a laundry accessed from within the ground floor corridor, there is also a store accessed independently from the rear elevation as well as internally. Unett Court is located off St Matthews Road which in turn is found off Windmill Lane (B4136).

Planning

Plans have been drawn up but not submitted to Sandwell Metropolitan Borough Council for the conversion of the office to a 1 bed studio apartment. All interested parties must satisfy themselves in full with Sandwell Metropolitan Borough Council prior to bidding.

Accommodation:
Ground Floor:

Office 25.9 mtrs.sq (279 sq.ft), Store Room 15.34 mtrs.sq (165 sq.ft), Laundry (not inspected)

Leasehold Information

Term: 1 August 2009 to 31 July 2108

Ground Rent: Refer to Legal Pack

Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



This plan is for identification only. Please refer to the Legal Pack for the exact boundaries.



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LOT 4

Leasehold Vacant Purpose Built Flat (125 Year Lease)

*Guide Price: £88,000 - £94,000 (+Fees)

48 Ryland Close, Leamington Spa, Warwickshire CV31 1HU

Property Description:

A one bedroom apartment situated in a purpose built block of brick construction surmounted by a tiled roof and set back from the road behind communal gardens and parking area. The property benefits from having UPVC double glazing and electric heating, however, does require modernisation and improvement. Ryland Close is located off Endsleigh Gardens which in turn is found off Gainsborough Drive. The apartment is within walking distance to local shops and amenities and is within half a miles distance to the main shops and amenities located in Leamington Spa.

Accommodation:

Ground Floor:

Communal entrance hallway, access to stairs and secure door entry system

First Floor:

Hallway, lounge, kitchen, bedroom, bathroom having panelled bath, wash basic and WC, Storage cupboard x 2

Outside:

Communal gardens and parking

Leasehold Information:

Lease Term: A new 125 year Lease will be granted upon completion.

Ground Rent: Refer to legal pack

Service Charge: Refer to legal pack

Legal Documents: Available at www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233



LOT 5

Freehold Agricultural Land Investment

*Guide Price: £35,000 - £40,000 (+Fees)

Grazing Land at, Small Lane, Earlswood, Solihull, West Midlands B94 5EJ

Property Description:

A parcel of grazing land, roughly rectangular in shape, extending to an area of 6.34 acres (2.57 hectares). The land is situated with frontage extending along Small Lane with gated access set behind mature hedgerow in a predominantly rural area interspersed with residential properties.

Tenancy Details:

The land is let on an Agricultural Holdings Act Tenancy which commenced 19th December 1967 (as amended by agreement effective from 21st July 1988) at a rental of £283.50 per annum payable quarterly in arrears.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External only



This plan is for identification only. Refer to the Legal Pack for exact boundaries.



LOT 6
Leasehold Investment - Modern First Floor Apartment

*Guide Price: £65,000 - £70,000 (+Fees)

Flat 9 Blakesley Mews, 456 Bordesley Green East, Stechford, Birmingham, West Midlands B33 8PN
Property Description:

A well laid out first floor apartment forming part of a modern three storey development prominently located fronting Bordesley Green East, close to the junction with Station Road.

The property benefits from security door entry system, electric heating, double glazed windows and allocated parking space and is conveniently located on a main bus route and within less than half a mile from a wide range of retail amenities and railway station at Stechford, one mile from Yardley Town Centre and approximately three miles to the east of Birmingham City Centre.

The property is currently let on an Assured Shorthold Tenancy at a rental of £600 per calendar month (£7,200 per annum) for at term of 12 months from 22nd November 2018.

Accommodation:
Ground Floor

Communal Reception Hall with security door entry system.

Stairs to First Floor.


First Floor

Entrance Hall, Lounge, Kitchen with range of fitted units, Double Bedroom, Bathroom having bath with shower over, pedestal wash basin and wc.

Outside:

Communal grounds and allocated parking space located in a gated underground car park.

Leasehold Information:

Lease Term: 125 years from 1st February 2004.

Ground Rent & Service Charge: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

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PROXY & TELEPHONE BIDDING

We can arrange to set up Telephone or Proxy Bids, if you are unable to attend the Auction.

Please contact the Auction Team on
 0121 247 2233

For further details and Terms & Conditions

LOT 7

Freehold Land with Potential
*Guide Price: £40,000 - £45,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council Former Garage Site, New John Street, Halesowen, West Midlands B62 8HL

Property Description:

A parcel of Freehold land extending to an area of approximately 0.11 acres (453 sq m) and comprising a former lock up garage yard, accessed via a private driveway which is situated adjacent to No. 168 New John Street.

The garages have been demolished and cleared and the site may provide potential for re-development or alternative use.

The site is situated in an established residential area located to the southern section of New John Street, close to the junction with Maltmill Lane which, in turn, leads off Long Lane and provides access to Blackheath Town Centre.

Planning:

The site has potential, in principle, for residential development subject to planning consent. All interested parties should contact the Local Planning Department at Dudley MBC, prior to bidding, to discuss the viability of any proposed schemes.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only.



This plan is for identification only. Please refer to the Legal Pack for the exact boundaries.



ACCESS TO SITE FROM NEW JOHN STREET

LOT 8

Leasehold Vacant Ground Floor Flat
*Guide Price: £45,000 - PLUS (+Fees)

8 Minster Drive, Birmingham, West Midlands B10 0LD

Property Description:

A modern purpose built ground floor flat forming part of a three storey development set back from Minster Drive behind a lawned forecourt.

Minster Drive comprises a cul-de-sac which leads off Glovers Road and the property is conveniently located with access to a wide array of local amenities and services on Golden Hillock Road and Coventry Road. Small Heath Railway Station is around a third of a mile away, providing regular train services to Birmingham Moor Street and Solihull.

Accommodation:

Ground Floor

Communal Entrance lobby with security door entry system.

Reception Hall, Lounge, Kitchen, Double Bedroom, Bathroom with panel bath having shower over, pedestal wash basin, w.c.

Outside: Communal gardens and resident's parking area.

Leasehold Information::

Term: 120 years from 24th December 1984.

Ground Rent: £55 per annum.

Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk



LOT 9
Freehold Vacant Mid-Terraced Property

*Guide Price: £60,000 - £65,000 (+Fees)

236 Uxbridge Street, Burton-on-Trent, Staffordshire DE14 3LA
Property Description:

A mid terraced property of rendered brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating (decommissioned at present) however does require some modernisation and improvement. Uxbridge Street is located between Queen Street and All Saints Road both being found off Branstons Road (B5018) and the property is within approximately a miles distance from Burton-on-Trent Town Centre

Accommodation:
Ground Floor

Side Entrance, Entrance Hallway, Lounge,

Dining Room, Kitchen and stairs to

First Floor

Landing, 2 Bedrooms, Box Room and Bathroom having panelled bath, wash basin and WC

Outside:

Front Walled foregarden

Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LEGAL PACKS

Once you have successfully bid for a property you have become the legal purchaser and are duty bound to complete within the contractual time scale.

It is therefore your responsibility to consult your legal advisor and to have inspected the legal documentation which has been prepared for each lot by the vendor's solicitors prior to the Auction.

The Legal Pack is available at the Auctioneers offices and website during the marketing period and in the auction room on the sale day.

By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

**If you need any help
please contact the Auction Team
Tel 0121 247 2233**

LOT 10

Freehold Takeaway & Flat Investment (Current Income: £18,900 p.a.)
 *Guide Price: £165,000 - £180,000 (+ 20% VAT) (+Fees)

Unit 19 (Avion Grill) & Flat 22, Bargate Drive, Wolverhampton, WV6 0QW



Property Description:

An investment opportunity comprising of a two-storey end terraced retail property, forming part of the Avion Neighbourhood Shopping Centre and including a ground floor Takeaway premises with customer seating and a self-contained first floor flat.

The property benefits from free customer car parking which serves the Avion Centre and the flat benefits from part double glazed windows, electric heating and two bedrooms.

Tenancy Information:

Retail Shop (Unit 19):

Currently let as a Pizza/Burger Grill and Café, on a lease for a term of 15 years which commenced 1 September 2018, at a current rental of £13,500 per annum with fixed rent reviews every fifth anniversary to £15,000 per annum at year 5 and £16,500 per annum at year 10 for the remainder of the term.

Flat (No. 22) :

Let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum).

Current Total Rental Income: £18,900 per annum.

Accommodation:

Ground Floor

Takeaway Premises (Unit 19): 46.43 sq m (499 sq ft) with customer seating, counter/servery and front kitchen area. Kitchen/Preparation Room: 17.81 sq m (191 sq ft). Store/Rear Entrance Hall: 3.30 sq m (35 sq ft). Toilet with wc and wash basin.

First Floor

Flat (No. 22): Private access from rear service yard with stairs to first floor. Lounge, Kitchen, Two Bedrooms and Bathroom.

Outside:

Front: Forecourt and communal car park
 Rear: Access over communal service yard

Legal Documents:

Available at www.cottons.co.uk



LOT 11
Freehold Vacant Double Fronted End of Terrace House

*Guide Price: £110,000 - £120,000 (+Fees)

28 Bromsgrove Road, Halesowen, West Midlands, B63 3JL

Property Description:

A double fronted end terrace property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating and is offered for sale in a presentable condition. The property may provide scope for further extension/development works. The property is located on Bromsgrove Road close to the junction with Halesmere Way and is within walking distance to Halesowen Town Centre which provides a wide range of shops and amenities

Accommodation:
Ground Floor

Front Entrance, Lounge, Kitchen, Dining Room, Stairs

First Floor

3 Bedrooms and Bathroom having panelled bath, wash basin, WC and shower cubicle

Outside:

Front Walled foregarden

Rear Side access, brick built store and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



This plan is for identification only. Please refer to the Legal Pack for the exact boundaries.



LOT 12

Freehold Investment - Double Shop Unit & 2 Flats (Rent: £33,600 p.a.)
 *Guide Price: £460,000 - £490,000 (+Fees)

10 - 12 Silver Street, Kings Heath, Birmingham, West Midlands, B14 7QU



Property Description:

An end of terrace double retail shop currently used as a furniture showroom with two self-contained flats over and of two-storey brick construction, surmounted by a pitched tile clad roof. The property has been substantially extended to the ground floor and has a modern shop front. The flats benefit from private entrances leading directly off Silver Street and UPVC double glazed windows. The property forms part of a parade of similar retail units and is situated to the eastern section of Silver Street located directly between Lidl Supermarket car park and Kings Heath High Street, which contains a wide range of both local and multiple retailers, generating a high level of pedestrian footflow.

First Floor

The flat accommodation has not been inspected by the auctioneers and is understood to comprise:

Flat 10a Silver Street

Private Entrance directly off Silver Street, Stairs to Kitchen, Lounge, Double Bedroom, Shower Room with shower enclosure, wash basin and wc.

Flat 12a Silver Street

Private Entrance directly off Silver Street, Stairs to Kitchen, Lounge, Double Bedroom, Shower Room with shower enclosure, wash basin and wc.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



Tenancy Information

Ground Floor Retail Shop: Let on a Licence trading as Delight Sleep Furnishings at a rental of £21,000 per annum.

Flat 10a Silver Street: Let on an Assured Shorthold Tenancy at a rental of £525 per calendar month (£6,300 per annum).

Flat 12a Silver Street: Let on an Assured Shorthold Tenancy at a rental of £525 per calendar month (£6,300 per annum).

Total Rental Income: £33,600 per annum.

Accommodation:

Ground Floor

Retail Showroom

136.03 sq m (1,464 sq ft), Rear Store: 14.87 sq m (160 sq ft) including kitchenette and staff toilet with wash basin and wc.



LOT 13
Freehold Vacant Former Public House/Potential Redevelopment

*Guide Price: £175,000 - £195,000 (+Fees)

163 Bank Street, Brierley Hill, West Midlands, DY5 3DD

Property Description:

A freehold former public house/restaurant of brick construction surmounted by a tiled roof directly fronting the pavement, the property benefits from having substantial car parking to the rear and is situated in a site extending to an area of approximately 0.22 Acres (966.91 mtrs.sq). The property is in need of modernisation and improvement throughout.

The property may be suitable for a variety of uses such as continued use as a Public House/Restaurant or potential redevelopment however all interested parties must satisfy themselves in full with any proposals they may have with Dudley Metropolitan Borough Council.

The property is located at the junction with Bank Street and John Street and is within a short distance south of the main B4180 High Street.

Accommodation:
Ground Floor:

Entrance, Open plan bar and seating area (No Fitments) 91.91 sq.mtrs (989 sq.ft), Male wc,



Female wc, Disabled wc, Basement 71.91 sq.mtrs (744 sq.ft), Rear Hallway with access to first floor

First Floor:

Open plan Area 100.53 sq.mtrs (1,082 sq.ft), Store Room 3.29 sq.mtrs (35 sq.ft), Office 17.37 sq.mtrs (186 sq.ft), Male wc, Female wc.

Outside:

Rear: Parking Area

Legal Documents: Available at www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233



This plan is for identification only. Please refer to the Legal Pack for the exact boundaries.

LOT 14

Freehold Land
*Guide Price: Nil Reserve (+Fees)

Land rear of 314 Blossomfield Road, Solihull, West Midlands B91 1TF

By Instruction of the Joint Administrators of Countrywide Homes Limited

Property Description:

A parcel of land identified by Land Registry Title WM731673 comprising of a small strip of land approximately 100 sq ft (9.29 sq m), situated on a development of four detached houses in a private cul-de-sac called Leverton Gate. The land appears to comprise of landscaping/driveway for No. 309 Blossomfield Road.

All interested parties should make their own enquiries prior to bidding as to any use which the land may provide, along with matters relating to access rights and occupancy. Neither the Auctioneers or

Administrators have inspected the land and it is sold without warranty.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External only.



This plan is for identification only. Please refer to the Legal Pack for the exact boundaries.

LOT 15

Freehold Land
*Guide Price: Nil Reserve (+Fees)

Land fronting Waterway Court, Yardley Wood Road, Birmingham, B14 4HW

By Instruction of the Joint Administrators of Countrywide Homes Limited

Property Description:

A parcel of land identified by Land Registry Title No. WM591650 comprising of a small piece of land extending to approximately 400 sq ft (37 sq m) and situated on the front edge of a residential development known as Waterway Court, which is a purpose built block of flats developed by Barratt Homes in approximately 2003. The land parcel provides landscaping to the aforementioned flat development.

All interested parties should make their own enquiries prior to bidding as to any use which the land may provide, along

with matters relating to access rights and occupancy. Neither the Auctioneers or Administrators have inspected the land and it is sold without warranty.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only.



This plan is for identification only. Please refer to the Legal Pack for the exact boundaries.

LOT 16

Freehold Land
*Guide Price: Nil Reserve (+Fees)

Land at St Pauls Square/Ludgate Hill, Birmingham, West Midlands B3 1EP

By Instruction of the Joint Administrators of Countrywide Homes Limited

Property Description:

A narrow strip of land, 0.3048 metres wide, identified in Land Registry Title No. WM186223 and situated along the boundary between two residential blocks known as Miller 61 (facing St Pauls Square) and 57 Water Street (which adjoins the rear of several buildings along Ludgate Hill (with frontage to Water Street to the south).

All interested parties should make their own enquiries prior to bidding as to any use which the land may provide, along with matters relating to access rights and

occupancy. Neither the Auctioneers or Administrators have inspected the land and it is sold without warranty.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



LOT 17

Leasehold Vacant Studio Flat
 *Guide Price: £30,000 - £35,000 (+Fees)

40 Carnegie Avenue, Tipton, West Midlands DY4 8SX

Property Description:

A purpose built ground floor apartment forming part of a modern two storey block set back behind a communal car parking area. The property has been refurbished throughout and includes UPVC Double Glazing, Electric Heating, full electrical re-wire, re-plastering works and newly fitted modern kitchen and shower room fittings. Carnegie Avenue comprises of a cul-de-sac which leads off Park Lane East.

Accommodation:

Ground Floor Communal Entrance Hall, Stairs and Landing

Ground Floor Flat

Open Plan Bed/Living Room/Kitchen Area (No Fittings), Wash Room with vanity wash basin, Bathroom with panelled bath having electric shower over and WC

Outside:

Communal gardens and car parking area

Leasehold Information

Lease Term: 120 Years from 24 June 1982

Ground Rent & Service Charge: Refer to Legal Pack

Legal Documents: Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 18

Freehold Land with Potential
 *Guide Price: £40,000 - £50,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council

Land between 72 & 87 Tansley Hill Avenue, Dudley, West Midlands DY2 7NG

Property Description:

A parcel of land extending to an area of approximately 0.26 acres (1,067 sq m), irregular in shape and sloping to the western boundary.

The site has frontage to Tansley Hill Avenue and is located between house Nos. 72 and 87. The site forms part of a residential estate and leads off Oakham Road, approximately one mile to the south east of Dudley Town Centre.

Planning:

The site has potential in principle to be used for a number of alternative uses which may include the possibility of residential development, subject to planning consent. Any scheme will need to take account of the sloping gradient of the site and all interested parties should contact the Local Planning Department at Dudley MBC, prior to bidding, to discuss any proposals they may have for the site.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External only.



This plan is for identification only. Please refer to the Legal Pack for the exact boundaries.



LOT 19

Freehold Vacant Three Bedroom Mid Terraced House

*Guide Price: £185,000 - £200,000 (+Fees)

102 Addison Road, Kings Heath, Birmingham, West Midlands, B14 7EN



Property Description:

A traditional mid terraced house of two-storey brick construction, surmounted by a pitched replacement tile clad roof, set back behind a walled foregarden and benefitting from part UPVC double glazed windows, gas fired central heating, rear ground floor extension and providing well laid out accommodation which includes three good sized bedrooms. The property requires modernisation and improvement throughout.

Addison Road forms part of the popular and well regarded Kings Heath area and the property is conveniently within approximately 250 metres of Alcester Road South (A435) which provides access to Kings Heath Town Centre, containing a wide range of retail amenities, bars and restaurants.

Accommodation:

Ground Floor

Front Reception Room, Inner Hall, Rear Reception Room, Kitchen, Utility Area, separate Toilet with wc, Bathroom with corner bath having shower over and pedestal wash basin.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single)

Outside:

Front: Walled foregarden.

Rear: Yard and Garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



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LOT 20

Freehold Retail Shops - Storage - Self Contained Flat - Land and Workshops

33-39 Langley High Street, and Arden Works, Arden Road, Oldbury, West Midlands B69 4SN



Property Description:

A substantial site extending to approximately 0.24 acres (972 sq.mtrs) comprising of three retail units and a one bedroom flat fronting Langley High Street and workshops/garages fronting Arden Grove. 33 and 35 High Street along with the one bedroom flat above are vacant. 37-39 High Street being a double fronted retail unit with ancillary storage rooms to the first floor are currently let on an informal basis producing a rental of £6,000 per annum. Included within the sale are premises located on Arden Grove running parallel to the shops comprising of workshops and garages and are all vacant.

Outline Planning Consent has been granted for residential development for the land fronting Arden Grove and this comprises of the demolition of the existing rear buildings and the erection of 5 two storey apartments.

The retail units are located in a popular high street directly opposite Langley Park within a parade of shops that supply a variety of retail shops and restaurants. The part of the site that extends onto Arden Grove borders on to a residential neighbourhood.

Accommodation:

33 Langley High Street

Retail Area 56.70sq.m (610sq.ft), Office 12.23sq.m (131sq.ft), Corridor 8.00sq.m (86sq.ft), WC, Detached Garage 15.04sq.m (161sq.ft), Single Storey Workshop 75.30sq.m (810sq.ft), L-shaped Workshop 139.89sq.m (1,505sq.ft), Workshop 1, 8.17sq.m (88sq.ft) and Workshop 2, 24.01sq.m (258sq.ft)

First Floor

Landing 16.79sq.m (181sq.ft), Room 1, 7.64sq.m (82sq.ft), Room 2, 12.22sq.m (131sq.ft)

Room 3, 7.64sq.m (82sq.ft)

Accessed from Rear Workshop

Room 1, 18.55sq.m (200sq.ft) Room 2, 23.62sq.m (254sq.ft)

35 Langley High Street

Retail Shop Area 40.44sq.m (435sq.ft), Rear Store 1, 6.30sq.m (68sq.ft) Rear Store 2, 9.79sq.m (105sq.ft) WC

First Floor Flat

Bathroom, Kitchen, Lounge and Bedroom

37 - 39 Langley High Street

Double Fronted Retail Shop

Ground Floor

Shop 9.8m Frontage x 7.16m Max x 4.14m Min, Rear Sales Area 13.09sq.m (141sq.ft), Rear Store 1, 13.63sq.m (147sq.ft) Rear Store 2, 12.68sq.m (136sq.ft)

First Floor

Store Room 1, 13.89sq.m (149sq.ft), Stores Room 2, 5.42sq.m (58sq.ft), Store Room 3, 17.50sq.m (188sq.ft), Store Room 4, 14.49sq.m (156sq.ft), Store Room 5, 12.07sq.m (130sq.ft), Bathroom

Arden Works, Arden Grove

Workshop Premises 57.15sq.m (615sq.ft), Detached Garage 47.01sq.m (506sq.ft)

Legal Documents – Available at www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233



*Guide Price: £460,000 - £490,000 (+Fees)



This plan is for identification only. Please refer to the Legal Pack for the exact boundaries.



LOT 21

Leasehold Vacant Purpose Built Ground Floor Flat

*Guide Price: £55,000 - £60,000 (+Fees)

10 The Furlong, Wednesbury, West Midlands WS10 9SU

Property Description:

A purpose built ground floor flat forming part of a two-storey block, situated in a cul-de-sac located off Franchise Street with easy access to the M6 Motorway Network.

The property provides well laid out accommodation which includes two bedrooms, benefitting from UPVC double glazed windows and ample communal parking, located at the front of the property.

Leasehold Information:

Lease Term: 125 years from 5th July 1991.

Service Charge: Refer to Legal Pack.

Ground Rent: Refer to Legal Pack.

Accommodation:

Ground Floor

Communal Entrance with security door system.

Flat: Hallway, Bedroom (Double), Bedroom (Double), Lounge, Kitchen and Shower room with w/c and was basin.

Outside:

Surrounding communal gardens and ample parking area located to the front.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



--- Legal Documents Online ---



Legal Documents

Legal documents for our lots are now or will be available online. Where you see the icon on the website you will be able to download the documents.

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Please note all Legal Packs are available on our website and all parties wishing to inspect a Legal Pack must register their correct details and password with the site. The Legal Packs are updated regularly during our marketing but documents may be added or changed during this period prior to the auction. Whilst we will endeavour to inform all persons registered for Legal Packs of any changes it is the responsibility of all bidders to re-check the Legal Packs for any changes prior to bidding and the Auctioneers/ Vendors accept no liability whatsoever for a bidder not adhering to this advise.

LOT 22

Freehold Lock Up Garage Yard with Potential

*Guide Price: £20,000 - £25,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council

Lock up Garage Site, Poole Crescent, Bilston, West Midlands WV14 8SS

Property Description:

A parcel of land prominently located at the junction of Poole Crescent and Cannon Drive containing seven lock up garages, set back behind a tarmacadamed forecourt.

The site forms part of a residential housing estate located approximately one mile to the south of Bilston and three miles to the north of Dudley Town Centre.

Planning:

The site may be suitable for a range of alternative uses including potential for residential redevelopment and all interested parties should contact the Local Planning Department at Dudley MBC, prior to bidding, to discuss any proposals they may have for the site.

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only.



LOT 23

Leasehold Lock Up Garage Investment (Income: £3,840 Per Annum)

*Guide Price: £30,000 - £35,000 (+Fees)

Lock Up Garages, Flanborough Close, Binley, Coventry, CV3 2FL

Property Description:

An investment opportunity comprising of a block of eight lock up garages located at the head of a cul-de-sac adjacent to No. 20 Flanborough Close.

The garages are in good condition with modern up-and-over doors and fully let.

Flanborough Close leads off Bredon Avenue which, in turn, leads off Brandon Road (A428) and the garages are located approximately three miles to the east of Coventry City Centre.

Rental Income:

All eight garages are fully let at £40 per calendar month. (Total Rental Income: £3,840 per annum).

Tenure:

Leasehold Term: 99 years from 12 January 1987

Ground Rent: One peppercorn

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only.



LOT 24

32 Dudley Park Road, Acocks Green, Birmingham, West Midlands B27 6QR



Property Description:

A substantial period detached residence converted in excess of 20 years ago to provide a range of one flat, six bedsits and three letting rooms with shared facilities.

The property is of three-storey brick construction surmounted by a pitched tile clad roof and is set back from the road behind a tarmacadamed forecourt parking area.

The property benefits from mostly UPVC double glazed windows, shared gas fired central heating and occupies a large plot with an extensive rear garden. The property forms part of an established and well regarded residential area and Dudley Park Road (B4146) leads directly off Warwick Road (A41) and the property is conveniently within approximately 200 metres from Acocks Green Town Centre and 300 metres from Acocks Green Railway Station.

Tenancy Information:

The following flats are let on Assured Shorthold Tenancies:

Flat 1: Rent: £525 pcm (£6,300 per annum).
Flat 2: Rent: £370 pcm (£4,440 per annum).
Flat 3: Rent: £370 pcm (£4,440 per annum).
Flat 4: Rent: £370 pcm (£4,440 per annum).
Flat 5: Vacant. Asking rent £350 pcm excluding bills.
Flat 6: Rent: £330 pcm (£3,960 per annum).
Flat 7: Rent: £415 pcm (£4,980 per annum).
Room 8: Rent: £300 pcm (£3,600 per annum).
Room 9: Rent: £300 pcm (£3,600 per annum).
Room 10: Currently used for Storage.
Total Rental Income: £2,980 pcm (£35,760 per annum)
Total Rental Income (When Fully Let): Circa £40,000 PLUS

The landlord is responsible for provision of gas fired central heating, electricity (Flats 2, 3, 4 & 7 have sub meters and are recharged), water (Flats 2, 3, 4, 7, 8 & 9 are recharged a proportionate share of the bill) and Council Tax (except Flats 1, 2, 3, 4 & 7 who pay their own). Flat 1 pays a contribution of £75 pcm for electricity, water and heating.

HMO licence

The property has a current licence for use as a House in Multiple Occupation. Licence No. LN000001973 commenced 18/12/2018 to 11/12/2019 for use of the property for 10 Bedrooms/Households. A copy of the HMO Licence, Fire Detection and Alarm System Certificate and Landlord gas Safety Record are available in the legal documents.

Accommodation

Ground Floor

Entrance Hall, Reception Hall with Cellar access;

Flat 1: Lounge, Lobby, Breakfast Kitchen, Double Bedroom, En-Suite Bathroom with bath having shower over, pedestal wash basin and wc.

Flat 2: Bed/Sitting Room with Kitchen, En-Suite Shower Room with wash basin and wc.

Flat 3: Bed/Sitting Room with Kitchen, En-Suite Bathroom with bath having shower over, wash basin and wc.

First Floor

Stairs and Landing.

Flat 4: Bed/Sitting Room with Kitchen, having En-Suite Shower Room with shower, wash basin and wc.

Flat 5: Bed/Sitting Room, En-Suite Shower Room with wash basin and wc.

Flat 6: Bed/Sitting Room, with En-Suite Shower Room having wash basin and wc. Shared Kitchen (Flats 5 & 6) with range of units and Laundry facilities.

Flat 7: Entrance Hall, Bed/Sitting Room, separate Kitchen, Shower Room with wash basin and wc.

Second Floor

Stairs and Landing.

Room 8 & Room 9: Shared Living Kitchen (Rooms 8 & 9), Shared Bathroom (Rooms 8 & 9), with bath having shower over, wash basin and wc,

Room 10: Currently used as a Store Room.

Outside:

Front: Tarmacadamed forecourt, providing off-road parking, gated side access.

Rear: Large lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Freehold Licensed HMO Investment - Mix of 10 Flats/Bedsits/Rooms
*Guide Price: £375,000 - £400,000 (+Fees)



This plan is for identification only. Please refer to the Legal Pack for the exact boundaries.



LOT 25

41-49 High Street, Kings Heath, Birmingham, West Midlands B14 7BH



Property Description:

A modern two storey retail property predominantly situated on Kings Heath High Street, the property benefits from having its own customer rooftop parking with spaces for up to 30 cars around the perimeter.

The property is offered for sale in presentable condition and provides substantial open plan retail space and further benefits from having office space to the first floor via a separate entrance and loading bay with vehicular access off Springfield Drive.

The property is situated on Kings Heath High Street close to KFC, Argos, Pizza Hut, and Easy Gym. The High street itself contains a wide range of both local and multiple retailers including Asda, Sainsburys, Poundland and Costa.

Accommodation:

Ground Floor:

Total Area: 1,287sq.mtrs (13,850sq.ft)

Having entrances off both the High Street and side, open plan shop floor, office, store x 2, loading bays, fire exit and stair access

First Floor:

Total Area: 102.2sq.mtrs (1,100sq.ft)

Having Office x 2, Kitchen, Male WC, Female WC, Dissabled WC, access to Rooftop Parking

Outside:

Rooftop parking and loading bay with vehicular access off Springfield Drive.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Freehold Vacant Retail Property with Rooftop Parking for 30 plus cars
*Guide Price: £850,000 - £950,000 (+ 20% VAT) (+Fees)



This plan is for identification only. Please refer to the Legal Pack for the exact boundaries.



LOT 26

Freehold Vacant Two Bedroom Terraced House

*Guide Price: £40,000 - £45,000 (+Fees)

43 Boothan Road, Stoke-on-Trent, Staffordshire ST4 4AH

Property Description:

A mid-terraced property of brick construction, surmounted by a tiled clad roof fronting the road.

The property benefits from having UPVC double glazing and gas fired central heating.

The property is located on Boothan Road, approximately one mile from the Queensway, giving access to local A roads and also the M6 and National Motorway Network.

Accommodation:

Ground Floor

Reception Room One, Storage understairs, Reception Two, Kitchen, Downstairs Bathroom with toilet, basin and bath.



First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double)

Outside:

Rear: Small paved garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 27

Freehold Vacant Two Bedroom Mid-Terraced Property

*Guide Price: £80,000 - £90,000 (+Fees)

21 Baker Street, Irthlingborough, Wellingborough, Northamptonshire NN9 5PR

Property Description:

A mid-terraced property of rendered brick construction surmounted by a tiled roof set back behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating (decommissioned at present). Baker Street is located off High Street which provides a range of local amenities. Irthlingborough is approximately 5 miles in distance to Wellingborough

Accommodation:

Ground Floor

Lounge, Kitchen, Bathroom having panelled bath, wash basin and WC, Stairs

First Floor

2 Bedrooms



Outside:

Front: Walled foregarden

Rear: Garden

Please Note:

Prospective purchasers are advised to check whether the property is suitable for mortgage purposes and to refer to the Land Registry title plan and clauses contained within the Legal Pack in relation to a boundary issue to the rear of the garden, a copy of which is available within the legal documents on our website www.cottons.co.uk.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 28
Freehold Part Vacant/Part Investment Property

*Guide Price: £135,000 - £145,000 (+Fees)

2 Westbourne Street, Walsall, West Midlands, WS4 2JB

Property Description:

A substantial property of brick construction surmounted by a tiled roof. The property consists of a ground floor retail unit having previously been used as a fish and chip shop and a separate self-contained two bedroom flat to the first floor. The property is offered for sale in a presentable condition and the first floor flat benefits from having UPVC double glazing and gas fired central heating. The property is situated at the junction with Westbourne Street and Butts Road and is within approximately half a miles distance from Walsall Town Centre which provide a wide range of shops and amenities.

Tenancy Information

The ground floor retail unit is currently vacant, however we are informed by the current owner that the previous tenant was paying a rental of £750 pcm (£9,000 per annum) and the first floor flat is let on an Assured Shorthold Tenancy Agreement producing a rental income of £460 pcm (£5,520 per annum). The tenant has been in occupation for in excess of 4 years and has not had a rent review.


Accommodation:
Ground Floor

Main Retail Area (seating and serving) measuring 39.33 sq.mtrs (423 sq.ft), Preparation Area 15.26 sq.mtrs (164 sq.ft), Store Room 8.26 sq.mtrs (88 sq.ft), Rear Storage Area 11.08 sq.mtrs (119 sq.ft), Inner Lobby, WC and wash basin, Separate Entrance off Westbourne Road, ground floor, stairs,

First Floor

Landing, Lounge, 2 Bedrooms, Bathroom with panelled bath shower over, wash basin and WC, Kitchen/Dining Room

Outside:

Roof Terrace



Legal Documents— Available at
www.cottons.co.uk

Viewings — Via Cottons — 0121 247 2233



LOT 29

Leasehold Investment (One Bedroom Maisonette)

*Guide Price: £35,000 - £40,000 (+Fees)

15B Durberville Road, Wolverhampton, West Midlands WV2 2ES

Property Description:

A first floor 1 bedroom maisonette set back from the road behind a lawned foregarden. The property benefits from having well laid out accommodation and includes UPVC double glazed windows, gas fired central heating and modern kitchen fittings. Durberville Road is located off Dixon Street which in turn can be found off both Bilston Road (A41) and Thompson Avenue (A4123) and is approximately within one miles distance from Wolverhampton City Centre. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £350 pcm (£4,200 per annum)

Accommodation:

Ground Floor

Entrance Hallway and Stairs

First Floor

Entrance Hallway, Lounge, Kitchen, Bedroom and Bathroom having panelled bath with electric shower over, wash basin and WC

Outside:

Front Lawned foregarden

Rear Garden

Leasehold Information

Term 125 years from 10th February 2003

Ground Rent £10.00 per annum

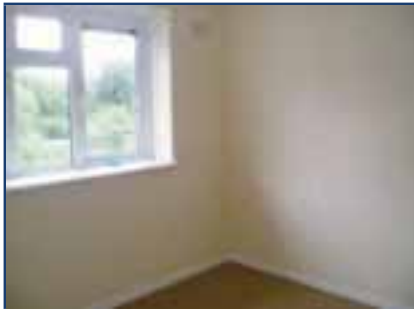
Service Charge Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 30

Freehold Residential Investment subject to a Regulated Tenancy

*Guide Price: £160,000 - £175,000 (+Fees)

135 Mary Vale Road, Bournville, Birmingham, West Midlands B30 2DN

Property Description:

A traditional mid-terraced house of three storey brick construction, surmounted by a pitched replacement tile clad roof, benefitting from double glazed windows and set back behind a walled foregarden.

The property forms part of the popular and highly regarded residential area of Bournville. Maryvale Road leads off Linden Road and the property is conveniently within half a mile to the north of both Cotteridge Town Centre and Kings Norton Railway Station and approximately one mile to the south from Selly Oak.

Rental Income:

The property is subject to a Regulated Tenancy at a registered rent of £95 per week (£4,940 per annum) effective from 25th August 2017.

We understand from the Managing Agents that the property has undergone electrical re-wiring/upgrading and a replacement roof covering within recent years. The gas fired central heating has been installed by the tenant.

Accommodation:

Whilst at the time of printing the property has not been inspected by the Auctioneers, we rely on the accommodation details contained in the rent registration document, as follows.

Ground Floor

Two Rooms, Kitchen and Stores.

First Floor

Three Rooms, Bathroom with wc.

Second Floor

Two Rooms.

Outside:

Front: Walled foregarden

Rear: WC, Stores and Garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 31**Freehold Residential Investment subject to a Regulated Tenancy**

*Guide Price: £160,000 - £170,000 (+Fees)

301 Mary Vale Road, Bournville, Birmingham, B30 1PN**Property Description:**

A traditional mid-terraced house of brick construction, surmounted by a pitched replacement tile clad roof, benefitting from double glazed windows, gas fired central heating (installed by the tenant), three double bedrooms with a loft store room which provides potential for a fourth bedroom. The property underwent electrical rewiring/upgrading on 27 July 2013.

The property forms part of the popular and highly regarded residential area of Bournville and Maryvale Road leads off Linden Road and the property is conveniently within half a mile to the north of both Cotteridge Town Centre and Kings Norton Railway Station and approximately one mile to the south from Selly Oak.

Rental Income:

The property is subject to a Regulated Tenancy at a registered rent of £91 per week, (£4,732 per annum), effective from 24th August 2017.

Accommodation:**Ground Floor**

Reception Hall, Front Reception Room, Rear Reception Room, Breakfast Kitchen.

First Floor

Stairs and Landing, Bedroom One (Large Double), Bedroom Two (Double), Large Bathroom with panel bath, glazed shower enclosure, pedestal wash basin, wc.

Second Floor

Stairs and Landing, Bedroom 3 (Double), Room Four/Storeroom (potential to convert to bedroom with installation of a rooflight or window).

Outside:

Front: Walled Foregarden

Rear: Brick yard, two brick stores and lawned garden and rear pedestrian access.

Legal Documents: available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 32

Freehold Residential Investment subject to a Controlled Tenancy
 *Guide Price: £160,000 - £175,000 (+Fees)

11 Second Avenue, Selly Park, Birmingham, B29 7HD

Property Description:

A traditional mid-terraced two-storey Villa of brick construction, surmounted by a replacement pitched tile clad roof, set back behind a fore-garden and forming part of the popular and well regarded residential area of Selly Park.

Second Avenue which is located in a conservation area, leads off Pershore Road (A441) and comprises of a cul-de-sac which terminates at a public footpath which crosses the River Rea and provides access to Cannon Hill Park and Birmingham Wildlife Conservation Park. Birmingham City Centre lies with approximately two miles to the north east.

Rental Income:

The property is subject to a Controlled (Protected) Tenancy at a current rental of £475 per calendar month (£5,700 per annum).

Accommodation:

Whilst at the time of printing the Auctioneers have not inspected the property, the Managing Agents advise that the property

benefits from the following accommodation:

Ground Floor

Two Living Rooms, Kitchen

First Floor

Three Bedrooms, Bathroom

Outside:

Front: Foregarden

Rear: Garden with w.c. and store

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



View of Rear Elevation



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LOT 33
Freehold Development Land (Planning For 5 Houses)

*Guide Price: 180,000 - 200,000 (+Fees)

Land Adjoining 5 Castleton Street, Dudley, West Midlands, DY2 0LU


This plan is for identification only. Please refer to the Legal Pack for the exact boundaries.

Property Description:

A parcel of Freehold land, roughly square in shape, and extending to an area of 0.23 acres (924 sq m). The plot is situated within a predominantly residential area. Please note that part of the land is held on a Possessory Title and all interested parties should refer to the legal pack for clarification on this matter. Castleton Street is situated between Griffin Street and Church Road and is within walking distance to the main shops and amenities located in Netherton.

Planning:

Planning Consent was granted by Dudley Metropolitan Borough Council (Ref P18/0292 and dated the 27th of February 2018) for the erection of 5 residential dwellings. The plans approved for the planning consent detail are for five houses with the following accommodation:

Proposed Accommodation:
Ground Floor

Entrance Hallway, Study, WC, Dining room, Kitchen, WC, Stairs,

First Floor

Landing, Lounge, Bedroom with en-suite shower room

Second Floor

Bedroom 2 - 3 and Bathroom

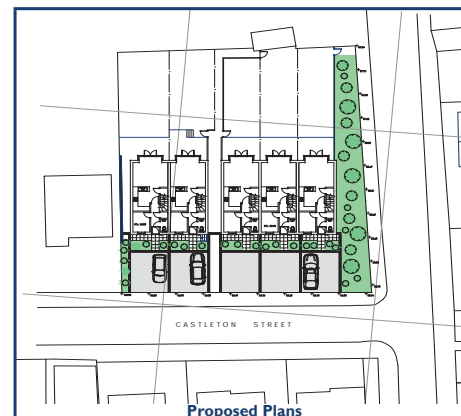
Outside:

Parking to the front and lawned gardens to the rear

A copy of the Architects plans are available to view from Dudley Council's web page www.dudley.gov.uk

Legal Documents: Available at www.cottons.co.uk

Viewings: External Only



Proposed Plans



front elevation / view from castleton street

Proposed Street View



LOT 34

1-3 Birmingham Street & 2-4 Halesowen Street, Oldbury, West Midlands B69 4DT



Property Description:

A substantial investment opportunity comprising of a block of two and three storey terraced buildings predominantly situated on the corner of Birmingham Street and Halesowen Street, located centrally within Oldbury town centre.

The subject property is located opposite the Council offices and Civic Centre and also opposite Sainsburys Supermarket.

The property comprises five retail shops with rear storage and extensive first and second floor accommodation. Two of the shops, although held on separate leases, have been amalgamated to comprise a single unit of accommodation used by a newsagent and there is a separate suite of accommodation on the first floor, occupied by a Dental Surgery. The remainder of the first and second floor accommodation is either used as storage or residential accommodation in conjunction with the ground floor retail units, although there is a self-contained flat located over 3 Birmingham Street (known as 4 Halesowen Street).

Tenancy Information:

3 Birmingham Street (Retail)

Let on a lease expiring on 16th September 2023 at a rent of £10,800 per annum.

1 Birmingham Street (Retail)

Let on a lease expiring on 28th September 2026 at a rent of £11,100 per annum.

2 Halesowen Street (Retail)

Let on a lease expiring on 28th September 2026 at a rent of £10,200 per annum.

2A Halesowen Street (Retail)

The tenant is holding over under the terms of an 8 year lease which expired on 23rd June 2012 at a rent of £6,600 per annum.

2B Halesowen Street (Retail)

The tenant is holding over under the terms of a 6 year lease from 24th June 2006 which expired on 23rd June 2012 at a rent of £5,750 per annum.

2A Halesowen Street (Dental Surgery)

Let on a 20 year lease with effect from 24th June 2000 at a rent of £5,500 per annum.

4 Halesowen Street (Flat)

Presently vacant but formerly let on an Assured Shorthold Tenancy at a rent of £6,600 per annum.

Current Rental Income: £49,950 per annum (£56,550 per annum when fully let)

Accommodation:

3 Birmingham Street (Café)

Ground Floor

Retail Shop: 66.3 sq m (720 sq ft), Store: 14.6 sq m (158 sq ft) and wc.

1 Birmingham Street (Newsagents)

Ground Floor

Retail Shop: 39.9 sq m (430 sq ft), Staff Room: 1.6 sq m (17 sq ft), Store.

2 Halesowen Street (Newsagents)

Ground Floor

Retail Shop: 39.6 sq m (426 sq ft)

First Floor

Two Stores and wc: 17.9 sq m (193 sq ft)

Note: Nos. 1 Birmingham Street and 2 Halesowen Street have been combined to comprise one large retail unit and the entire first and second floor

accommodation formerly comprising stock rooms in part is now used as a residential flat (Known as 4 Halesowen Street). There is also a small outside store.

2A Halesowen Street (Hair & Beauty Salon)

Ground Floor

Retail Shop: 26.1 sq m (281 sq ft)

Outside:

Store and wc: 19.0 sq m (205 sq ft)

2B Halesowen Street (Dress Shop)

Ground Floor

Retail Shop: 26.9 sq m (290 sq ft) and outside wc.

2A Halesowen Street Dental Surgery)

Ground Floor

Hall and Staircase

First Floor

Reception Office, Waiting Room and Two Surgeries with wc: 47.7 sq m (513 sq ft)

4 Halesowen Street (Flat)

Self-contained first and second floor flat comprising: Hall, Living Room, Kitchen, Two Bedrooms and Shower Room with wc.

Note: There is a vacant first floor store at the rear.

Outside:

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Freehold Commercial Investment & Vacant Flat (Rental When Fully Let - £56,550 pa)
*Guide Price: £500,000 - £550,000 (+Fees)



This plan is for identification only. Please refer to the Legal Pack for the exact boundaries.



LOT 35

Freehold Vacant Semi Detached House with Three Bedrooms

*Guide Price: £180,000 - £200,000 (+Fees)

56 Weymoor Road, Harborne, Birmingham, West Midlands, B17 0RX



Property Description:

A traditional semi-detached house of two storey rendered brick construction surmounted by a hipped tile clad roof and set back from the road behind a foregarden and driveway. The property benefits from mostly UPVC double glazed windows, gas fired central heating, three bedrooms, garage, large rear garden and has potential for extension of the existing dwelling and loft conversion (subject to planning consent/building regulation approval) but requires complete modernisation and refurbishment throughout.

The property forms part of the well regarded residential area of Harborne and Weymoor Road leads directly off Northfield Road, approximately one mile to the south west of Harborne Town Centre.

Accommodation:

Ground Floor

Porch, Reception Hall, Front Reception Room, Rear Reception Room, Breakfast Kitchen, Covered Side Passageway

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (single), Bathroom with panelled bath having shower over, pedestal wash basin, separate wc

Outside:

Front: Lawned foregarden and paved driveway leading to garage
Rear: Patio, brick stores and a large partly lawned garden

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



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LOT 36

148 Weoley Park Road, Birmingham, West Midlands B29 5HA



Property Description:

The property is located within a highly desirable location in Selly Oak, on the borders of the Bournville Village Trust, situated one and a half miles from Queen Elizabeth Hospital and four miles from Birmingham City Centre.

The existing property comprises a refurbished detached bungalow, benefitting from UPVC double glazing and gas central heating throughout, with a southerly facing rear aspect. The bungalow has undergone modernisation and refurbishment.

Overall Plot Size: 0.36 acres (0.15 hectares)

Planning:

Planning consent has now been granted under Reference 2018/10139/PA for the demolition of the existing bungalow and the erection of three detached dwellings and access road.

All interested parties should discuss any proposals for the property with the Local Planning Department at Birmingham City Council, prior to bidding.

Accommodation:

Ground Floor

Hallway, Living Room, Kitchen/Diner, Three Bedrooms (Master with En-suite), Bathroom.

Outside:

Front: Driveway

Rear: Rear Garden

Proposed Properties:

Plot 1:

Proposed to comprise: Hallway, downstairs WC, open plan Living/Dining Kitchen, Office, Utility Room, Garage, Stairs and Landing, Four Bedrooms (Master with En-Suite Shower Room) and Family Bathroom.

Plot 2:

Proposed to comprise: Hallway, downstairs WC, Lounge, Kitchen Diner, Utility Room, Double Garage, Stairs and Landing, Five Bedrooms (two with En-Suite Shower Rooms) and Family Bathroom.

Plot 3:

Proposed to comprise: Hallway, downstairs WC, downstairs WC, open plan Living/Dining Kitchen, Office, Utility Room, Garage, Stairs and Landing, Four Bedrooms (Master with En-Suite Shower Room) and Family Bathroom.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Please note that this will be a 42 day completion.



Freehold Vacant Detached Bungalow with Planning Consent for 2x4 Bed & 1x5 Bed Houses
*Guide Price: £390,000 - £410,000 (+Fees)



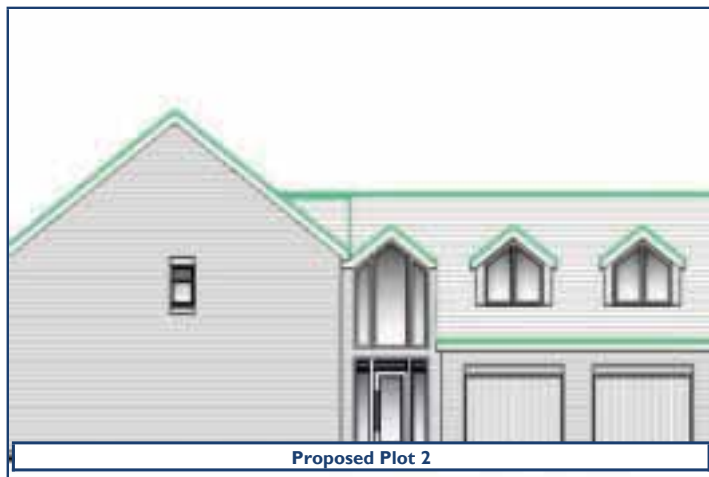
This plan is for identification only. Please refer to the Legal Pack for the exact boundaries.



This plan is for identification only. Please refer to the Legal Pack for the exact boundaries.



Proposed Plot 1



Proposed Plot 2



Proposed Plot 3

LOT 37

Long Leasehold Betting Shop Investment with Vacant Self-Contained Flat

*Guide Price: £120,000 - £130,000 (+Fees)

1 Brockwell Road, Kingstanding, Birmingham, West Midlands, B44 9PF



Property Description:

A mid-terraced mixed use investment property comprising of a ground floor Betting Shop trading as William Hill along with a separate self-contained flat to the first floor, of two-storey of brick construction with pitched tile clad roof. The property is situated in a parade of neighbourhood retail shops, prominently located at the junction of Brockwell Road and Bandywood Road, which forms part of a densely populated residential estate.

Brockwell Road is located off Queslett Road (A4041), four miles to the west of Sutton Coldfield Town Centre and seven miles to the north of Birmingham City Centre.

Rental Information:

Retail Shop: Let to William Hill Organisation Limited on a lease for a term of 10 years from 25th September 2013 at a current rent of £6,250 per annum on internal repairing and insuring terms, whereby the tenant is also responsible for keeping the flat roof to the rear ground floor extension in good repair.

Flat: First floor flat is currently vacant.

Total Rental Income When Fully Let: Circa. £12,000 per annum.

Accommodation:

Ground Floor

Retail Area, Public Toilets and Staff Toilets: 93.18 sq m (1,003 sq ft).

Outside:

Forecourt car parking area and rear yard/garden with vehicular access

Flat Accommodation:

Rear vehicular access with parking, external steel stairs to Reception Hall, Shower Room with glazed shower enclosure, pedestal wash basin and wc, Dining Kitchen with a range of modern fitted units with built-in oven, hob, washing machine and fridge, Lounge and Bedroom.

Leasehold Information:

The property is subject to a long lease for a term of 100 years (less one day) from 27th January 2016, subject to a ground rent throughout the term of £250 per annum.

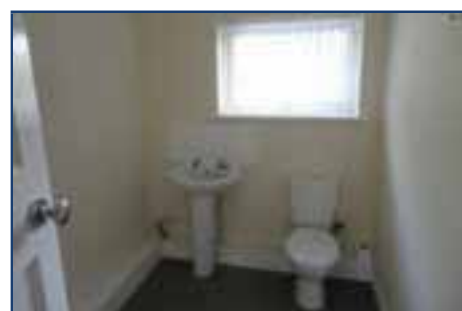
The lease has the benefit that the freeholder (Birmingham City Council) have covenanted to keep the exterior of the main structure including walls and roof in good and substantial repair.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 38

Leasehold Investment, Two Bedroom Flat

*Guide Price: £32,000 - £36,000 (+Fees)

Flat 46 Courtney, St. Cecilia Close, Kidderminster, Worcestershire DY10 1LN

Property Description:

A well laid out two bedroom flat located on the 7th floor of a purpose built block situated in an established residential area. The property benefits from electric storage heating, UPVC double glazed windows which in addition are also secondary glazed, generously proportioned rooms, security door entry system, lift access and allocated car parking space. The flat development is located on St. Cecilia Close which comprises of a cul-de-sac leading directly off Hoo Road which in turn leads off Chester Road (A449) and is conveniently located approximately one mile distance from Kidderminster Town Centre which provides access to a wide range of retail amenities and services. The flat is currently let on an Assured Shorthold Tenancy Agreement producing a rental income of £550 pcm (£6,600 per annum)

Shower Room with a large glazed shower enclosure and pedestal wash basin, Separate Toilet with wc and wash basin.

Outside:

Communal gardens and allocated parking space

Leasehold Information

Lease Term: From 27th November 1991 expiring on 1st July 2115
Ground Rent and Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Accommodation:

Ground Floor

Secure Communal Entrance with lift and stair access to 7th floor,

Seventh Floor

Secure Communal Landing, Reception Hall, Two Built-in Store Cupboards, Lounge/Dining Room, Breakfast Kitchen with a range of fitted units, Two Double Bedrooms,

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LOT 39
Freehold Residential Investment in Sought After Location

*Guide Price: £235,000 - £250,000 (+Fees)

14 Franklin Road, Bournville, Birmingham, B30 2HH
Property Description:

A traditional style mid terraced house of brick construction with a replacement tile clad roof set back from the road behind a small foregarden. The property contains six letting rooms each having kitchenette and shared shower room facilities and benefiting from shared gas fired central heating along with a mains fitted fire detection system and fire doors.

Franklin Road forms part of the highly regarded residential area of Bournville and is located directly off both Mary Vale Road and Linden Road.

Tenancy Information:

The property is currently partly let to separate tenants on Assured Shorthold Tenancy Agreements as detailed below:

Room 1 - £80 per week (£4,160 per annum)

Room 2 - £80 per week (£4,160 per annum)

Room 3 - £120 per week (£6,240 per annum)

Room 4 - Vacant

Room 5 - Vacant

Room 6 - Vacant

Total Current Rental Income of £280 per week ££14,560 per annum),

Total Rental Income (when fully let): Circa £29,000 per annum.

Accommodation:
Ground Floor

Entrance Hall, Reception Hall, Cloakroom with wc and wash basin, Room 1 (Single) with kitchenette, Room 2 (Single) with Kitchenette, Room 3 (Double) with Separate Kitchen.

First Floor

Stairs and Landing, Room 4 (Double) having Entrance Hall, Lounge with Kitchenette and Separate Bedroom, Room 5 (Single) with Kitchenette, Room 6 (Single) with Kitchenette, Shower Room having glazed shower cubicle, pedestal wash basin & wc.


Outside:

Front: Small walled fore garden

Rear: Brick yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

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LOT 40

Freehold Detached Guest House with Development Potential

*Guide Price: £550,000 - £590,000 (+Fees)

Cranmore Guest House 69-71 Cranmore Road, Shirley, Solihull, West Midlands, B90 4PU



Property Description:

A pair of extended semi detached properties surmounted by a tiled roof and set back behind a tarmac covered forecourt allowing for off road parking. The properties are held on separate titles and are being sold with vacant possession however is currently being used as a guest house/bed and breakfast. The properties benefit from having UPVC double glazing and gas fired central heating, 11 bedrooms (5 with en-suite), communal lounge and dining room and is offered for sale in a presentable condition. Cranmore Road is located off Cranmore Boulevard which in turn is found off the Stratford Road which provides a direct access to both Birmingham City Centre and Solihull Town Centre. The properties are within half a miles distance from Junction 4 of the M42 Motorway

Planning

Planning Consent was granted by Solihull Metropolitan Borough Council for the following applications both the approvals are independent of the Planning Consent granted on 73 Cranmore Road (the next lot) and are available to view from Solihull Council's Web Page and within our legal pack on our Web Page www.cottons.co.uk

Application Number PL/2018/01092/COU

Conversion of guest house into 6 No. self-contained residential units including extensions to building (Change of use from C1 to C3) dated the 12th of July 2018

Application Number PL/2018/02884/PPFL

Change of use from C1 to C3 for conversion of guest house into 4 houses (self-contained residential units) including extensions to building and dated the 4th of January 2019.

Accommodation:

Ground Floor

Entrance Porch x 2, Entrance Hallway x 2, Lounge, Dining Room, Kitchen, Laundry Area, Store Room, Communal Shower Room with WC, Bedrooms 1 - 4 all with en-suite having shower cubicle, wash basin an WC.

First Floor

Landing x 2, Bedroom 5 with en-suite bathroom with panel bath, wash basin and wc, Bedrooms 6 - 11, Communal Shower room x 2 having shower cubicle, wash basin an WC.

Outside:

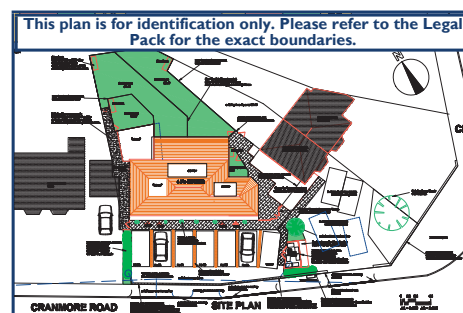
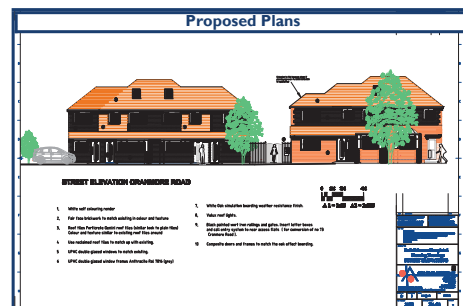
Front Tarmacadam covered forecourt allowing for off road parking

Rear Communal gardens

Legal Documents – Available at

www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233



LOT 41

Freehold Vacant Semi-detached House with Development Potential

*Guide Price: £210,000 - £230,000 (+Fees)

73 Cranmore Road, Shirley, Solihull, West Midlands B90 4PU

Property Description:

A three bedroom semi-detached property of part rendered brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned foregarden and block paved driveway allowing for off road parking. The property benefits from UPVC double glazing and gas fired central heating. Cranmore Road is located off Cranmore Boulevard which in turn is found off the Stratford Road which provides a direct access to both Birmingham City Centre and Solihull Town Centre. The properties are within half a miles distance from Junction 4 of the M42 Motorway

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Kitchen, Stairs

First Floor

3 Bedrooms and Bathroom having panelled bath, wash basin and WC

Outside:

Front: Block paved foregarden providing off road parking

Rear: Garden

Legal Documents– Available at www.cottons.co.uk

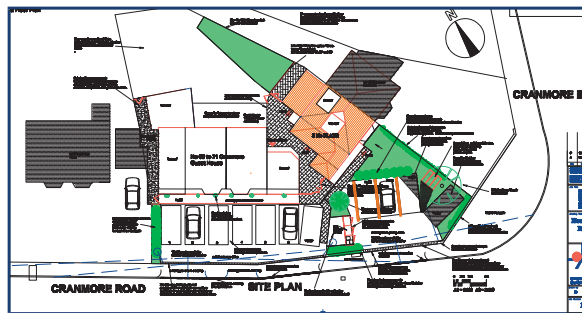
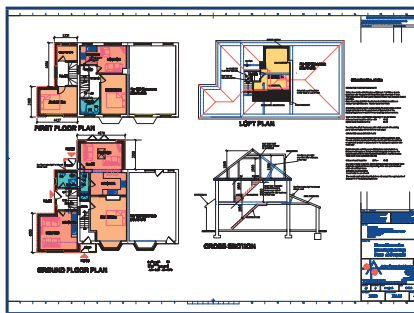
Viewings – Via Cottons – 0121 247 2233

Planning

Planning was granted by Solihull Metropolitan Borough Council (Ref PL/201A/01093/COU) and dated the 12th of July 2018 for the conversion of the existing house into three self contained flats with extensions and alterations. The Planning Consent is independent of the Planning Consent granted on 69 -71 Cranmore Road (the previous lot). The proposed plans and documents are available to view from the Solihull Council's Web Page and also available on our legal pack on our Web Page www.cottons.co.uk

Please Note:

This Lot will only be offered for sale if the previous Lot (Cranmore Guest House) is successfully sold.



LOT 42

Freehold Ground Rent.

*Guide Price: £15,000 - £18,000 (+Fees)

Lease Expiry 24th June 2033 (14 years Unexpired)

53 Baker Street, Burton-on-Trent, Staffordshire DE15 9LU



Property Description:

A Freehold Ground Rent secured upon a traditional semi-detached house, of part rendered brick construction surmounted by a hipped tile clad roof and set back from the road behind a forecourt providing off-road car parking.

The property forms part of the established residential area of Stapenhill, located approximately one

mile to the south of Burton on Trent Town Centre.

Leasehold Information

The property is subject to a long lease for a term of 99 years from 24th June 1934, expiring 24th June 2033 (14 years unexpired) at a ground rent of £5 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Not Applicable.

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LOT 43

Freehold Vacant End Terraced House

*Guide Price: £30,000 - £37,000 (+Fees)

By Instruction of Coventry City Council

30 Augustus Road, Coventry, West Midlands CV1 5BZ

Property Description:

A two-storey end terraced house of brick construction, surmounted by a pitched slate clad roof, requiring complete repair and refurbishment throughout.

The property is set back behind a walled foregarden and forms part of an established residential area. Augustus Road leads directly off Nicholls Street which, in turn leads off the junction with Harnall Lane East and Swan Lane and the property is located approximately one mile to the north east of Coventry City Centre.

Accommodation:

The interior of the property is in a dilapidated condition and has not been inspected by the Auctioneers. Whilst no warranty can be provided, the accommodation is understood to comprise:

Ground Floor

Two Reception Rooms/Kitchen and Bathroom.

First Floor

Two Bedrooms.

Outside:

Front: Walled foregarden, side pedestrian access.

Rear: Overgrown garden.

Note: Prior to bidding all bidders must make their own enquiries in respect of the accommodation

Legal Documents:

Available at www.cottons.co.uk

Viewings: External Only.



LOT 44

Freehold Residential Investment

*Guide Price: £140,000 - £150,000 (+Fees)

82 Dudley Road, Oldbury, West Midlands B69 3DW

Property Description:

A detached house converted to form three self contained flats.

The property has been refurbished recently and the flats are offered in good presentable order. The flats are individually metered. All three flats are double glazed and Flats A & B have gas fired central heating.

The property is situated on Dudley Road (A457) between Oldbury Ringway and Dudley Road East around half a mile from Oldbury Town Centre.

Tenancies

Flats A & B are let on Assured Shorthold Tenancies and Flat C is currently Vacant.

Flat A: is let at £500 per calendar month.

Flat B: is let at £450 per calendar month.

Flat C: Vacant.

The total gross rent is therefore £11,400 per annum.

Accommodation:

Flat A is to the first and second floors and offers accommodation to include Ground Floor Entry with staircase to First Floor Hallway, Lounge, Kitchen, Bathroom with shower, Bedroom (to Second Floor).

Flat B is to the Ground Floor and offers accommodation to include Hallway, open plan Kitchen and Lounge, Bedroom, Bathroom with shower.

Flat C is to the Ground Floor and offers accommodation to include Living Room (Lounge/Bedroom), Kitchen, Lobby, Bathroom with shower.

Outside:

There are gardens to front and rear and a garage approached from the driveway to the side of the property.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 45
Freehold Residential Investment Subject to a Regulated Tenancy

*Guide Price: £110,000 - £118,000 (+Fees)

71 Cossington Road, Sileby, Loughborough, Leicestershire, LE12 7RW

Property Description:

A traditional semi-detached house of two-storey brick construction, surmounted by a pitched replacement tile clad roof, occupying an elevated position and set back from the road behind a foregarden.

The property is well maintained by the existing tenant and provides well laid out accommodation, benefitting from UPVC double glazed windows and gas fired central heating, off road parking at the rear and is located in the popular village of Sileby which is situated approximately seven miles to the north of Leicester City Centre and five miles to the south east of Loughborough.

Rental Income:

The property is subject to a Regulated Tenancy at a registered rent of £107 per week (£5,564 per annum), effective from the 27th April 2019.

Accommodation:
Ground Floor

Reception Hall, Lounge, Rear Sitting/Dining Room, Kitchen, Lobby and Toilet and wc.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single), and Bathroom with panel bath having shower over, pedestal wash basin.

Outside:

Front: Foregarden with mature privet hedge, side pedestrian access to rear.

Rear: Paved patio, lawned garden. parking area accessed by a shared driveway located to the rear of the property.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



This plan is for identification only. Please refer to the Legal Pack for the exact boundaries.



LOT 46

Freehold Residential Investment Subject to a Regulated Tenancy
 *Guide Price: £100,000 - £128,000 (+Fees)

56 Vaughan Street, Coalville, Leicestershire, LE67 3GH



Property Description:

A traditional detached family house of two-storey brick construction, surmounted by a pitched replacement tile clad roof, benefiting from UPVC double glazed windows, gas fired central heating and providing well laid out which includes three reception rooms and three double bedrooms.

The property is set back from the road behind a walled foregarden and Vaughan Street forms part of an established residential area which leads directly off Belvoir Road approximately within a quarter of a mile from Coalville Town Centre, which provides access to a wide range of retail amenities.

Rental Income:

The property is currently let on a Regulated Tenancy at a registered rent of £530 per calendar month (£6,360 per annum) effective from 16th August 2018.

Accommodation:

Ground Floor

Vestibule Entrance, Reception Hall with Minton tiled floor, Pantry, Front Lounge, Rear Sitting Room, Dining Room, Kitchen, Rear Entrance Hall, Store/Utility, Toilet with w.c.

First Floor

Stairs and Gallery Landing, Three Double Bedrooms, Box Room/Store, Bathroom with bath, pedestal wash basin and wc.

Outside:

Front: Walled foregarden.

Rear: Yard and patio area and a walled lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 47

Freehold Land with Potential
 *Guide Price: £45,000 - £50,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council

Land Between 2 & 8 Myrtle Road, Dudley, West Midlands DY1 3HQ

Property Description:

A parcel of Freehold land, irregular in shape, directly fronting Myrtle Road and extending to an area of approximately 0.16 acres (645 sq m).

The site previously contained a Training Centre which has been demolished and cleared.

The land forms part of a residential estate known as The Priory Estate and Myrtle Road leads off Laurel Road which leads via Hazel Road off both Priory Road and The Broadway.

The land is within close proximity to Wren's Nest Nature Reserve and is located approximately one mile to the north west of Dudley Town Centre.

Planning:

The land has potential for residential redevelopment and is considered suitable for the erection of two semi-detached dwellings, subject to planning consent. All interested parties should contact the Local Planning Department at Dudley MBC, prior to bidding, to discuss any proposals which they may have for the site.

Note: The site contains two sewers which may require re-positioning, depending upon any proposed development scheme.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only.



This plan is for identification only. Please refer to the Legal Pack for the exact boundaries.



LOT 48

Freehold Vacant Former Public Convenience
 *Guide Price: £20,000 - £25,000 (+Fees)

By Instruction of Dudley Metropolitan Borough Council

Former Public Convenience, Envile Road, Kingswinford, West Midlands DY6 0NL

Property Description:

A former public convenience of single storey brick construction with a flat roof, located fronting Envile Road and set back behind a tarmacaded forecourt.

The property is situated adjacent to a parade of local shops at the entrance to a service yard and is located close to the junction with Wall Heath High Street.

Planning:

The property may be suitable for a variety of alternative uses/redevelopment and all interested parties should discuss any proposals which they may have for the property with the Local Planning Department at Dudley MBC, prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



This plan is for identification only. Please refer to the Legal Pack for the exact boundaries.



LOT 49

Freehold Vacant Mid Terraced House with Three Bedrooms

*Guide Price: £70,000 - £75,000 (+Fees)

70 Fifth Avenue, Bordesley Green, Birmingham, West Midlands B9 5RD

Property Description:

A traditional mid terraced house of two storey brick construction surmounted by a concrete tile clad roof, benefiting from UPVC double glazed windows and external doors along with part electric storage heaters but requiring complete modernisation and improvement throughout. The property forms part of an established predominantly residential area and Fifth Avenue leads between Bordesley Green (B4128) and Green Lane and the property is located approximately two miles to the east of Birmingham City Centre.

Accommodation:

Ground Floor

Porch, Lounge, Lobby, Rear Reception Room,

Rear Entrance Hall, Kitchen, Bathroom with panelled bath having electric shower over, pedestal wash basin, wc.

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double) intercommunicating with Bedroom Three (single)

Outside:

Front: Small foregarden

Rear: Yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 50

Freehold Vacant End Terraced House

*Guide Price: £60,000 - £68,000 (+Fees)

136 Bromford Lane, West Bromwich, West Midlands B70 7HS

Property Description:

A traditional end terraced house of two-storey brick construction, surmounted by a pitched replacement tile clad roof, benefitting from UPVC double glazed windows, gas central heating and a long rear garden but requiring modernisation and improvement throughout.

The property forms part of a traditional and established predominantly residential area located less than half a mile to the south west of West Bromwich Town Centre.

Accommodation:

Ground Floor

Front Reception Room, Lobby with Store, Rear Reception Room, Rear Entrance Hall,

Kitchen, Bathroom with bath and wc.

First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double).

Outside:

Front: Small walled forecourt.

Rear: Yard, brick stores and long lawned garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Cottons

CHARTERED SURVEYORS

WE REQUIRE PROPERTIES FOR OUR NEXT AUCTION

WEDNESDAY 10 JULY 2019

WE REQUIRE:

Residential and Commercial, Vacant and
Investment Properties.

Land and Development Opportunities.

Freehold Ground Rents.

Deceased Estates.

Properties requiring Repair and Refurbishment.

Problem Properties with Structural Damage, Mineshafts,

Problem Neighbours,

Short Leaseholds, ETC.

Properties requiring a FAST, STRAIGHTFORWARD
and conclusive SALE.

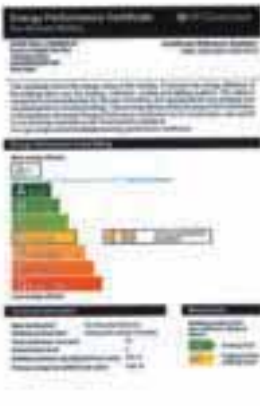
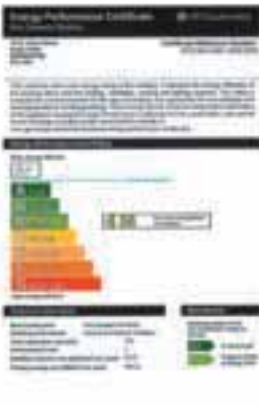
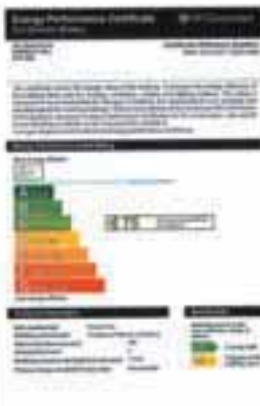


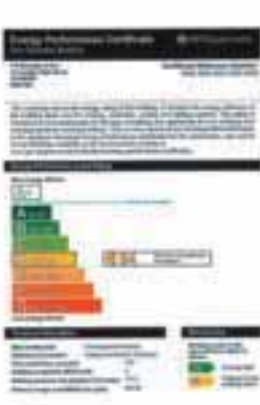



CLOSING DATE FOR ENTRIES:

FRIDAY 14 JUNE 2019

PLEASE CALL US TO DISCUSS INCLUDING
YOUR PROPERTY AND TO ARRANGE
A FREE AUCTION APPRAISAL 0121 247 2233

0121 247 2233

AUCTIONS@COTTONS.CO.UK WWW.COTTONS.CO.UK

				
LOT 10	LOT 12	LOT 13	LOT 20	LOT 20
		<p>Energy Performance Certificate</p> <p>The EPC for this property was commissioned on</p> <p>3rd May 2019</p> <p>This will be added to the Legal Pack and available on our website.</p>		
LOT 20	LOT 28	LOT 34	LOT 37	LOT 40

Cottons

CHARTERED SURVEYORS

Once you have successfully bid for a property you will be required to present the Auctioneers with the following ID:

Full UK Passport or Photo Driving Licence (For identification)
Plus a Recent Utility Bill, Council Tax Bill or Bank Statement
(as proof of your residential address)

All bidders are required to register with ourselves prior to the commencement of the auction and would request **where possible that potential purchasers visit our offices** along with the necessary ID and pre-register.

Thank you in advance for your co-operation.
If you need any help please contact the Auction Team
Tel 0121 247 2233

PROXY BID FORM / TELEPHONE BID FORM

Bidders unable to attend the auction may appoint Cottons to act as agent and bid on their behalf. Please read all Conditions Of Sale (inside front cover of catalogue) and Terms and Conditions of Proxy/Telephone Bids below.

Complete, sign and return the attached form along with the deposit payment for 10% of your highest proxy bid or 10% of the higher guide price for a telephone bid, (minimum of £2,000). We require deposits to be held in cleared funds 24 hours before the auction. Please contact us to arrange for

payment details and also for information relating to the contract and legal packs for your required lots, as you will be required to sign a copy of the contract 24 hours prior to the auction.

Upon receipt of your instruction to set up either a Telephone or a Proxy Bid you will be sent a copy of the relevant contract and the Auctioneers administration fee documentation to be signed.

TYPE OF BID

☐ TELEPHONE ☐ PROXY
 (please one tick) (please one tick)

BIDDER INFORMATION

Name	<input type="text"/>
Address	<input type="text"/>
Contact Number	<input type="text"/>
Contact Number for telephone bid on Auction Day	<input type="text"/>

SOLICITOR INFORMATION

Name	<input type="text"/>
Address	<input type="text"/>
Telephone Number	<input type="text"/>
Contact	<input type="text"/>

Please provide confirmation of the bank details where your payment should be refunded to in the event that your bid is unsuccessful. Due to anti-money laundering regulations, we can only refund to the account from where the funds were received, and we may need to request further information from you for verification purposes before processing a refund.

Name of Account Holder Account No. Sort Code

BIDDER INFORMATION

LOT	<input type="text"/>
Address	<input type="text"/>
Maximum Bid (proxy bid)	<input type="text"/>
Maximum Bid (words)	<input type="text"/>

DEPOSIT

Deposit	<input type="text"/>
(10% of max bid for proxy bid or 10% of top guide price for telephone bid)	
Deposit (words)	<input type="text"/>
I confirm that I have read all Terms & Conditions.	
Signed	<input type="text"/>
Date	<input type="text"/>

TERMS & CONDITIONS

The form is to be completed in full, signed and returned to Cottons Chartered Surveyors, Cavendish House, 359 - 361 Hagley Road, Edgbaston, Birmingham, B17 8DL. Tel: 0121 247 2233, no later than 24 hours prior to the Auction date.

The bidder shall be deemed to have read all Conditions Of Sale (inside cover of catalogue) and Terms & Conditions of Proxy/Telephone Bids and undertaken an necessary professional and legal advice relating to the relevant lot.

It is the bidders responsibility to ensure Cottons have received the signed bidding form and deposit, by ringing the telephone No, above.

The bidder shall be deemed to have made any enquiries and have knowledge of any amendments of the lot prior to and from the Rostrum on the day of the auction.

The Proxy/Telephone bidder appoints the auctioneer as agent and authorises the auctioneer to bid with his absolute discretion.

The auctioneer will not bid on proxy bids beyond the maximum authorised bid. Any amendment to the bid must be made in writing prior to the auction, or placed into the hands of the auctioneer on the day of the auction.

The Maximum bid price on proxy bids must be an exact figure.

Telephone bids - Cottons will attempt to contact the bidder approximately 5-10 minutes prior to the Lot being auctioned. In the event of non-connection or break down of the telephone link, Cottons accept no liability whatsoever and will not be held responsible for any loss, costs or damages incurred by the bidder.

Cottons make no charge for the Proxy/Telephone bid service and reserve the right not to bid on behalf of any telephone/proxy bid for any reason whatsoever, and give no warranty, or guarantee and accept no liability for any bid not being made.

Deposit for lots, which do not have a guide price should be negotiated with the auctioneer. Please contact 0121 247 2233.

If bid is successful, deposit cheque and details will be given to the relevant solicitor and you will be contacted as soon as possible after the lot has been auctioned.

If bid is unsuccessful your deposit will be returned to you as soon as possible after the auction, via BACS payment to the account details provided above or if not completed by cheque to the bidder information above.



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*subject to certain underwriting criteria

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Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

The **price** (excluding any **VAT**)

Deposit paid

The **seller** agrees to sell and the **buyer** agrees to buy the **lot** for the **price**. This agreement is subject to the **conditions** so far as they apply to the **lot**.

We acknowledge receipt of the deposit _____

Signed by the **buyer**

Signed by us as agent for the **seller**

The **buyer's** conveyancer is

Name

Address

Contact

Common Auction Conditions for Auction of Real Estate in England & Wales

4th Edition

The Common Auction Conditions have been produced for real estate auctions in England and Wales to set a common standard across the industry. They are in three sections:

Glossary

The glossary gives special meanings to certain words used in both sets of conditions.

Auction Conduct Conditions

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement. We recommend that these conditions are set out in a two-part notice to bidders in the auction catalogue, part one containing advisory material — which auctioneers can tailor to their needs — and part two the auction conduct conditions.

Sale Conditions

The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.

This glossary applies to the **auction conduct conditions** and the **sale conditions**.

Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a "person" includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the **auction** or the **contract date** (as applicable); and
- where the following words printed in bold black type appear in bold blue type they have the specified meanings.

Actual completion date

The date when **completion** takes place or is treated as taking place for the purposes of apportionment and calculating interest.

Addendum

An amendment or addition to the **conditions** or to the **particulars** or to both whether contained in a supplement to the **catalogue**, a written notice from the **auctioneers** or an oral announcement at the **auction**.

Agreed completion date

Subject to **condition** 69.3:

- (a) the date specified in the **special condition**; or
- (b) if no date is specified, 20 **business days** after the **contract date**; but if that date is not a **business day** the first subsequent **business day**.

Approved financial institution

Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the **auctioneers**.

Arrears

Arrears of rent and other sums due under the **tenancies** and still outstanding on the **actual completion date**.

Arrears schedule

The arrears schedule (if any) forming part of the **special conditions**.

Auction

The auction advertised in the **catalogue**.

Auction conduct conditions

The conditions so headed, including any extra auction conduct conditions.

Auctioneers

The auctioneers at the **auction**.

Business day

Any day except (a) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.

Buyer

The person who agrees to buy the **lot** or, if applicable, that person's personal representatives: if two or more are jointly the **buyer** their obligations can be enforced against them jointly or against each of them separately.

Catalogue

The catalogue to which the **conditions** refer including any supplement to it.

Completion

Unless otherwise agreed between **seller** and **buyer** (or their conveyancers) the occasion when both **seller** and **buyer** have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.

Condition

One of the **auction conduct conditions** or **sales conditions**.

Contract

The contract by which the **seller** agrees to sell and the **buyer** agrees to buy the **lot**.

Contract date

The date of the **auction** or, if the **lot** is not sold at the **auction**:

- (a) the date of the **sale memorandum** signed by both the **seller** and **buyer**; or
- (b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

Documents

Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the **special conditions** relating to the **lot**.

Financial charge

A charge to secure a loan or other financial indebtedness (not including a rent charge).

General conditions

That part of the **sale conditions** so headed, including any extra general conditions.

Interest rate

If not specified in the **special conditions**, 4% above the base rate from time to time of Barclays Bank plc. (The **interest rate** will also apply to judgment debts, if applicable.)

Lot

Each separate property described in the **catalogue** or (as the case may be) the property that the **seller** has agreed to sell and the **buyer** to buy (including **chattels**, if any).

Old arrears

Arrears due under any of the **tenancies** that are not "new tenancies" as defined by the Landlord and Tenant (Covenants) Act 1995.

Particulars

The section of the **catalogue** that contains descriptions of each **lot** (as varied by any **addendum**).

Practitioner

An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).

Price

The price that the **buyer** agrees to pay for the **lot**.

Ready to complete

Ready, willing and able to complete: if **completion** would enable the **seller** to discharge all **financial charges** secured on the **lot** that have to be discharged by **completion**, then those outstanding financial charges do not prevent the **seller** from being **ready to complete**.

Sale conditions

The **general conditions** as varied by any **special conditions** or **addendum**.

Sale memorandum

The form so headed (whether or not set out in the **catalogue**) in which the terms of the **contract** for the sale of the **lot** are recorded.

Seller

The person selling the **lot**. If two or more are jointly the **seller** their obligations can be enforced against them jointly or against each of them separately.

Special conditions

Those of the **sale conditions** so headed that relate to the **lot**.

Tenancies

Tenancies, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them.

Tenancy schedule

The tenancy schedule (if any) forming part of the **special conditions**.

Transfer

Transfer includes a conveyance or assignment (and "to transfer" includes "to convey" or "to assign").

TUPE

The Transfer of Undertakings (Protection of Employment) Regulations 2006.

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

We (and **us** and **our**) The **auctioneers**.

Your (and **your**)

Someone who has a copy of the **catalogue** or who attends or bids at the **auction**, whether or not a **buyer**.

Auction conduct conditions

A1 Introduction

A1.1 Words in bold blue type have special meanings, which are defined in the Glossary.

A1.2 The **catalogue** is issued only on the basis that **you** accept these **auction conduct conditions**. They govern **our** relationship with **you** and cannot be disappled or varied by the **sale conditions** (even by a **condition** purporting to replace the whole of the Common Auction Conditions). They can be varied only if **we** agree.

A2 Our role

A2.1 As agents for each **seller** we have authority to:

- (a) prepare the **catalogue** from information supplied by or on behalf of each **seller**;
- (b) offer each **lot** for sale;
- (c) sell each **lot**;
- (d) receive and hold deposits;
- (e) sign each **sale memorandum**; and
- (f) treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by these **auction conduct conditions**.

A2.2 **Our** decision on the conduct of the **auction** is final.

A2.3 **We** may cancel the **auction**, or alter the order in which **lots** are offered for sale. **We** may also combine or divide **lots**. A **lot** may be sold or withdrawn from sale prior to the **auction**.

A2.4 **You** acknowledge that to the extent permitted by law **we owe you** no duty of care and **you** have no claim against **us** for any loss.

A3 Bidding and reserve prices

A3.1 All bids are to be made in pounds sterling exclusive of any applicable **VAT**.

A3.2 **We** may refuse to accept a bid. **We** do not have to explain why.

A3.3 If there is a dispute over bidding **we** are entitled to resolve it, and **our** decision is final.

A3.4 Unless stated otherwise each **lot** is subject to a reserve price (which may be fixed just before the **lot** is offered for sale). If no bid equals or exceeds that reserve price the **lot** will be withdrawn from the **auction**.

A3.5 Where there is a reserve price the **seller** may bid (or ask **us** or another agent to bid on the **seller's** behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. **You** accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the **seller**.

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the **seller** might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always — as the **seller** may fix the final reserve price just before bidding commences.

A4 The particulars and other information

A4.1 **We** have taken reasonable care to prepare **particulars** that correctly describe each **lot**. The **particulars** are based on information supplied by or on behalf of the **seller**. **You** need to check that the information in the **particulars** is correct.

A4.2 If the **special conditions** do not contain a description of the **lot**, or simply refer to the relevant **lot** number, you take the risk that the description contained in the **particulars** is incomplete or inaccurate, as the **particulars** have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The **particulars** and the **sale conditions** may change prior to the **auction** and it is **your** responsibility to check that **you** have the correct versions.

A4.4 If **we** provide information, or a copy of a document, provided by others **we** do so only on the basis that **we** are not responsible for the accuracy of that information or document.

A5 The contract

A5.1 A successful bid is one **we** accept as such (normally on the fall of the hammer). This **condition** A5 applies to **you** if **you** make the successful bid for a **lot**.

A5.2 **You** are obliged to buy the **lot** on the terms of the **sale memorandum** at the **price you** bid plus **VAT** (if applicable).

A5.3 **You** must before leaving the **auction**:

- (a) provide all information **we** reasonably need from **you** to enable us to complete the **sale memorandum** (including proof of your identity if required by **us**);
- (b) sign the completed **sale memorandum**; and
- (c) pay the deposit.

A5.4 If **you** do not **we** may either:

- (a) as agent for the **seller** treat that failure as **your** repudiation of the **contract** and offer the **lot** for sale again: the **seller** may then have a claim against **you** for breach of contract; or
- (b) sign the **sale memorandum** on **your** behalf.

A5.5 The deposit:

(a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and

(b) must be paid in pounds sterling by cheque or by bankers' draft made payable to **us** on an **approved financial institution**. The extra auction conduct conditions may state if **we** accept any other form of payment.

A5.6 We may retain the **sale memorandum** signed by or on behalf of the **seller** until the deposit has been received in cleared funds.

A5.7 If the **buyer** does not comply with its obligations under the **contract** then:

(a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and

(b) **you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.

A5.8 Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**.

A6 Extra Auction Conduct Conditions

A6.1 Despite any **special condition** to the contrary the minimum deposit **we** accept is £2000 (or the total **price**, if less). A **special condition** may, however, require a higher minimum deposit.

A6.2 The deposit will be held by the **auctioneers** as agents for the **seller** unless the sale is subject to **VAT** when it will be held as stakeholder.

Words in bold blue type have special meanings, which are defined in the Glossary.

The **general conditions** (including any extra general conditions) apply to the **contract** except to the extent that they are varied by **special conditions** or by an **addendum**.

G1. The lot

G1.1 The **lot** (including any rights to be granted or reserved, and any exclusions from it) is described in the **special conditions**, or if not so described the **lot** is that referred to in the **sale memorandum**.

G1.2 The **lot** is sold subject to any **tenancies** disclosed by the **special conditions**, but otherwise with vacant possession on **completion**.

G1.3 The **lot** is sold subject to all matters contained or referred to in the **documents**, but excluding any **financial charges**: these the **seller** must discharge on or before **completion**.

G1.4 The **lot** is also sold subject to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the **lot** or from the **documents**:

(a) matters registered or capable of registration as local land charges;

(b) matters registered or capable of registration by any competent authority or under the provisions of any statute;

(c) notices, orders, demands, proposals and requirements of any competent authority;

(d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;

(e) rights, easements, quasi-easements, and wayleaves;

(f) outgoing and other liabilities;

(g) any interest which overrides, within the meaning of the Land Registration Act 2002;

(h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them; and

(i) anything the **seller** does not and could not reasonably know about.

G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.

G1.6 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.

G1.7 The **lot** does not include any tenant's or trade fixtures or fittings.

G1.8 Where chattels are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.

G1.9 The **buyer** buys with full knowledge of:

(a) the **documents**, whether or not the **buyer** has read them; and

(b) the physical condition of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.

G1.10 The **buyer** is not to rely on the information contained in the **particulars** but may rely on the **seller's** conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

G2. Deposit

G2.1 The amount of the deposit is the greater of:

(a) any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and

(b) 10% of the **price** (exclusive of any **VAT** on the **price**).

G2.2 The deposit

(a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and

(b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.

G2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **sale conditions**.

G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat the **contract** as at an end and bring a claim against the **buyer** for breach of contract.

G2.5 Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise.

G3. Between contract and completion

G3.1 Unless the **special conditions** state otherwise, the **seller** is to insure the **lot** from and including the **contract date** to **completion** and:

(a) produce to the **buyer** on request all relevant insurance details;

(b) pay the premiums when due;

(c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;

(d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;

(e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and

(f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.

G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.

G3.3 Section 47 of the Law of Property Act 1925 does not apply.

G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.

G4. Title and identity

G4.1 Unless **condition** G4.2 applies, the **buyer** accepts the title of the **seller** to the **lot** as at the **contract date** and may raise no requisition or objection except in relation to any matter that occurs after the **contract date**.

G4.2 If any of the **documents** is not made available before the **auction** the following provisions apply:

(a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.

(b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.

(c) If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant **document**.

(d) If title is in the course of registration, title is to consist of certified copies of:

(i) the application for registration of title made to the land registry;

(ii) the **documents** accompanying that application;

(iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and

(iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.

(e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.

G4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that (and the **transfer** shall so provide):

(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and

(b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.

G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.

G4.5 The **seller** does not have to produce, nor may the **buyer** object to or make a requisition in relation to, any prior or superior title even if it is referred to in the **documents**.

G4.6 The **seller** (and, if relevant, the **buyer**) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the **conditions** apply.

G5. Transfer

G5.1 Unless a form of **transfer** is prescribed by the **special conditions**:

(a) the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if **condition** G5.2 applies) five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller**; and

(b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.

G5.2 If the **seller** remains liable in any respect in relation to the **lot** (or a **tenancy**) following **completion** the **buyer** is specifically to covenant in the **transfer** to indemnify the **seller** against that liability.

G5.3 The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.

G6. Completion

G6.1 **Completion** is to take place at the offices of the **seller's** conveyancer, or where the **seller** may reasonably require, on the **agreed completion date**. The **seller** can only be required to complete on a **business day** and between the hours of 0930 and 1700.

G6.2 The amount payable on **completion** is the balance of the **price** adjusted to take account of apportionments plus (if applicable) **VAT** and interest.

G6.3 Payment is to be made in pounds sterling and only by:

(a) direct transfer to the **seller's** conveyancer's client account; and

(b) the release of any deposit held by a stakeholder.

G6.4 Unless the **seller** and the **buyer** otherwise agree, **completion** cannot take place until both have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.

G6.5 If **completion** takes place after 1400 hours for a reason other than the **seller's** default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next **business day**.

G6.6 Where applicable the **contract** remains in force following **completion**.

G7. Notice to complete

G7.1 The **seller** or the **buyer** may on or after the **agreed completion date** but before **completion** give the other notice to complete within ten **business days** (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be **ready to complete**.

G7.3 If the **buyer** fails to comply with a notice to complete the **seller** may, without affecting any other remedy the **seller** has:

(a) terminate the **contract**;

(b) claim the deposit and any interest on it if held by a stakeholder;

(c) forfeit the deposit and any interest on it;

(d) resell the **lot**; and

(e) claim damages from the **buyer**.

G7.4 If the **seller** fails to comply with a notice to complete the **buyer** may, without affecting any other remedy the **buyer** has:

(a) terminate the **contract**; and

(b) recover the deposit and any interest on it from the **seller** or, if applicable, a stakeholder.

G8. If the contract is brought to an end

If the **contract** is lawfully brought to an end:

(a) the **buyer** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**; and

(b) the **seller** must return the deposit and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **condition** G7.3.

G9. Landlord's licence

G9.1 Where the **lot** is or includes leasehold land and licence to assign is required this **condition** G9 applies.

G9.2 The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.

G9.3 The **agreed completion date** is not to be earlier than the date five **business days** after the **seller** has given notice to the **buyer** that licence has been obtained.

G9.4 The **seller** must:

(a) use all reasonable endeavours to obtain the licence at the **seller's** expense; and

(b) enter into any authorised guarantee agreement properly required.

G9.5 The **buyer** must:

(a) promptly provide references and other relevant information; and

(b) comply with the landlord's lawful requirements.

G9.6 If within three months of the **contract date** (or such longer period as the **seller** and **buyer** agree) the licence has not been obtained the **seller** or the **buyer** may (if not then in breach of any obligation under this **condition** G9) by notice to the other terminate the **contract** at any time before licence is obtained. That termination is without prejudice to the claims of either **seller** or **buyer** for breach of this **condition** G9.

G10. Interest and apportionments

G10.1 If the **actual completion date** is after the **agreed completion date** for any reason other than the **seller's** default the **buyer** must pay interest at the **interest rate** on the **price** (less any deposit paid) from the **agreed completion date** up to and including the **actual completion date**.

G10.2 Subject to **condition** G11 the **seller** is not obliged to apportion or account for any sum at **completion** unless the **seller** has received that sum in cleared funds. The **seller** must pay to the **buyer** after **completion** any sum to which the **buyer** is entitled that the **seller** subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned at **actual completion date** unless:

- (a) the **buyer** is liable to pay interest; and
- (b) the **seller** has given notice to the **buyer** at any time up to **completion** requiring apportionment on the date from which interest becomes payable by the **buyer**; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the **buyer**.

G10.4 Apportionments are to be calculated on the basis that:

- (a) the **seller** receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
- (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
- (c) where the amount to be apportioned is not known at **completion** apportionment is to be made by reference to a reasonable estimate and further payment is to be made by **seller** or **buyer** as appropriate within five **business days** of the date when the amount is known.

G11. Arrears

Part 1 Current rent

G11.1 "Current rent" means, in respect of each of the **tenancies** subject to which the **lot** is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding **completion**.

G11.2 If on **completion** there are any **arrears** of current rent the **buyer** must pay them, whether or not details of those **arrears** are given in the **special conditions**.

G11.3 Parts 2 and 3 of this **condition** G11 do not apply to **arrears** of current rent.

Part 2 Buyer to pay for arrears

G11.4 Part 2 of this **condition** G11 applies where the **special conditions** give details of **arrears**.

G11.5 The **buyer** is on **completion** to pay, in addition to any other money then due, an amount equal to all **arrears** of which details are set out in the **special conditions**.

G11.6 If those **arrears** are not **old arrears** the **seller** is to assign to the **buyer** all rights that the **seller** has to recover those **arrears**.

Part 3 Buyer not to pay for arrears

G11.7 Part 3 of this **condition** G11 applies where the **special conditions**:

- (a) so state; or
- (b) give no details of any **arrears**.

G11.8 While any **arrears** due to the **seller** remain unpaid the **buyer** must:

- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;
- (b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the **interest rate** calculated on a daily basis for each subsequent day's delay in payment);
- (c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** conveyancer may reasonably require;
- (d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order;
- (e) not without the consent of the **seller** release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due; and
- (f) if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to part 3 of this **condition** G11.

G11.9 Where the **seller** has the right to recover **arrears** it must not without the **buyer's** written consent bring insolvency proceedings against a tenant or seek the removal of goods from the **lot**.

G12. Management

G12.1 This **condition** G12 applies where the **lot** is sold subject to **tenancies**.

G12.2 The **seller** is to manage the **lot** in accordance with its standard management policies pending **completion**.

G12.3 The **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion** (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a **tenancy**; or a new tenancy or agreement to grant a new tenancy) and:

- (a) the **seller** must comply with the **buyer's** reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the **seller** to a liability that the **seller** would not otherwise have, in which case the **seller** may act reasonably in such a way as to avoid that liability;
- (b) if the **seller** gives the **buyer** notice of the **seller's** intended act and the **buyer** does not object within five **business days** giving reasons for the objection the **seller** may act as the **seller** intends; and
- (c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.

G13. Rent deposits

G13.1 This **condition** G13 applies where the **seller** is holding or otherwise entitled to money by way of rent deposit in respect of a **tenancy**. In this **condition** G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.

G13.2 If the rent deposit is not assignable the **seller** must on **completion** hold the rent deposit on trust for the **buyer** and, subject to the terms of the rent deposit deed, comply at the cost of the **buyer** with the **buyer's** lawful instructions.

G13.3 Otherwise the **seller** must on **completion** pay and assign its interest in the rent deposit to the **buyer** under an assignment in which the **buyer** covenants with the **seller** to:

- (a) observe and perform the **seller's** covenants and conditions in the rent deposit deed and indemnify the **seller** in respect of any breach;
- (b) give notice of assignment to the tenant; and
- (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

G14. VAT

G14.1 Where a **sale condition** requires money to be paid or other consideration to be given, the payer must also pay any **VAT** that is chargeable on that money or consideration, but only if given a valid **VAT** invoice.

G14.2 Where the **special conditions** state that no **VAT option** has been made the **seller** confirms that none has been made by it or by any company in the same **VAT** group nor will be prior to **completion**.

G15. Transfer as a going concern

G15.1 Where the **special conditions** so state:

- (a) the **seller** and the **buyer** intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
- (b) this **condition** G15 applies.

G15.2 The **seller** confirms that the **seller**

- (a) is registered for **VAT**, either in the **seller's** name or as a member of the same **VAT** group; and
- (b) has (unless the sale is a standard-rated supply) made in relation to the **lot** a **VAT option** that remains valid and will not be revoked before **completion**.

G15.3 The **buyer** confirms that:

- (a) it is registered for **VAT**, either in the **buyer's** name or as a member of a **VAT** group;
- (b) it has made, or will make before **completion**, a **VAT option** in relation to the **lot** and will not revoke it before or within three months after **completion**;
- (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- (d) it is not buying the **lot** as a nominee for another person.

G15.4 The **buyer** is to give to the **seller** as early as possible before the **agreed completion date** evidence:

- (a) of the **buyer's** **VAT** registration;
- (b) that the **buyer** has made a **VAT option**; and
- (c) that the **VAT option** has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition** G14.1 applies at **completion**.

G15.5 The **buyer** confirms that after **completion** the **buyer** intends to:

- (a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
 - (b) collect the rents payable under the **tenancies** and charge **VAT** on them
- G15.6 If, after **completion**, it is found that the sale of the **lot** is not a transfer of a going concern then:
- (a) the **seller's** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **lot**;
 - (b) the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due; and
 - (c) if **VAT** is payable because the **buyer** has not complied with this **condition** G15, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.

G16. Capital allowances

G16.1 This **condition** G16 applies where the **special conditions** state that there are capital allowances available in respect of the **lot**.

G16.2 The **seller** is promptly to supply to the **buyer** all information reasonably required by the **buyer** in connection with the **buyer's** claim for capital allowances.

G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the **special conditions**.

G16.4 The **seller** and **buyer** agree:

- (a) to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this **condition** G16; and
- (b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17. Maintenance agreements

G17.1 The **seller** agrees to use reasonable endeavours to transfer to the **buyer**, at the **buyer's** cost, the benefit of the maintenance agreements specified in the **special conditions**.

G17.2 The **buyer** must assume, and indemnify the **seller** in respect of, all liability under such contracts from the **actual completion date**.

G18. Landlord and Tenant Act 1987

G18.1 This **condition** G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.

G18.2 The **seller** warrants that the **seller** has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

G19. Sale by practitioner

G19.1 This **condition** G19 applies where the sale is by a **practitioner** either as **seller** or as agent of the **seller**.

G19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.

G19.3 Neither the **practitioner** nor the firm or any member of the firm to which the **practitioner** belongs has any personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding that personal liability.

G19.4 The **lot** is sold:

- (a) in its condition at **completion**;
- (b) for such title as the **seller** may have; and
- (c) with no title guarantee; and the **buyer** has no right to terminate the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.

G19.5 Where relevant:

- (a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment and the **practitioner's** acceptance of appointment; and
- (b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The **buyer** understands this **condition** G19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.

G20. TUPE

G20.1 If the **special conditions** state "There are no employees to which **TUPE** applies", this is a warranty by the **seller** to this effect.

G20.2 If the **special conditions** do not state "There are no employees to which **TUPE** applies" the following paragraphs apply:

- (a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** (the "Transferring Employees"). This notification must be given to the **buyer** not less than 14 days before **completion**.
- (b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.
- (c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the contracts of employment between the Transferring Employees and the **seller** will transfer to the **buyer** on **completion**.
- (d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.

G21. Environmental

G21.1 This **condition** G21 only applies where the **special conditions** so provide.

G21.2 The **seller** has made available such reports as the **seller** has as to the environmental condition of the **lot** and has given the **buyer** the opportunity to carry out investigations (whether or not the **buyer** has read those reports or carried out any investigation) and the **buyer** admits that the **price** takes into account the environmental condition of the **lot**.

G21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

G22. Service Charge

G22.1 This **condition** G22 applies where the **lot** is sold subject to **tenancies** that include service charge provisions.

G22.2 No apportionment is to be made at **completion** in respect of service charges.

G22.3 Within two months after **completion** the **seller** must provide to the **buyer** a detailed service charge account for the service charge year current on **completion** showing:

- (a) service charge expenditure attributable to each **tenancy**;
 - (b) payments on account of service charge received from each tenant;
 - (c) any amounts due from a tenant that have not been received;
 - (d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.
- G22.4 In respect of each **tenancy**, if the service charge account shows that:
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge

expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account; (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; but in respect of payments on account that are still due from a tenant **condition G11 (arrears)** applies. G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.

G22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund: (a) the **seller** must pay it (including any interest earned on it) to the **buyer** on **completion**; and (b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.

G23. Rent reviews

G23.1 This **condition G23** applies where the **lot** is sold subject to a **tenancy** under which a rent review due on or before the **actual completion date** has not been agreed or determined.

G23.2 The **seller** may continue negotiations or rent review proceedings up to the **actual completion date** but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the **buyer**, such consent not to be unreasonably withheld or delayed.

G23.3 Following **completion** the **buyer** must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the **seller**, such consent not to be unreasonably withheld or delayed.

G23.4 The **seller** must promptly:

(a) give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and

(b) use all reasonable endeavours to substitute the **buyer** for the **seller** in any rent review proceedings.

G23.5 The **seller** and the **buyer** are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

G23.6 When the rent review has been agreed or determined the **buyer** must account to the **seller** for any increased rent and interest recovered from the tenant that relates to the **seller's** period of ownership within five **business days** of receipt of cleared funds.

G23.7 If a rent review is agreed or determined before **completion** but the increased rent and any interest recoverable from the tenant has not been received by **completion** the increased rent and any interest recoverable is to be treated as **arrears**.

G23.8 The **seller** and the **buyer** are to bear their own costs in relation to rent review negotiations and proceedings.

G24. Tenancy renewals

G24.1 This **condition G24** applies where the tenant under a **tenancy** has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.

G24.2 Where practicable, without exposing the **seller** to liability or penalty, the **seller** must not without the written consent of the **buyer** (which the **buyer** must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

G24.3 If the **seller** receives a notice the **seller** must send a copy to the **buyer** within five **business days** and act as the **buyer** reasonably directs in relation to it.

G24.4 Following **completion** the **buyer** must:

(a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;

(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **business days** of receipt of cleared funds.

G24.5 The **seller** and the **buyer** are to bear their own costs in relation to the renewal of the **tenancy** and any proceedings relating to this.

G25. Warranties

G25.1 Available warranties are listed in the **special conditions**.

G25.2 Where a warranty is assignable the **seller** must:

(a) on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty; and (b) apply for (and the **seller** and the **buyer** must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by **completion** the warranty must be assigned within five **business days** after the consent has been obtained.

G25.3 If a warranty is not assignable the **seller** must after **completion**:

(a) hold the warranty on trust for the **buyer**; and

(b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place

the **seller** in breach of its terms or expose the **seller** to any liability or penalty.

G26. No assignment

The **buyer** must not assign, mortgage or otherwise transfer or part with the whole or any part of the **buyer's** interest under this **contract**.

G27. Registration at the Land Registry

G27.1 This **condition G27.1** applies where the **lot** is leasehold and its sale either triggers first registration or is a registrable disposition. The **buyer** must at its own expense and as soon as practicable:

(a) procure that it becomes registered at Land Registry as proprietor of the **lot**;

(b) procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and

(c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This **condition G27.2** applies where the **lot** comprises part of a registered title. The **buyer** must at its own expense and as soon as practicable:

(a) apply for registration of the **transfer**;

(b) provide the **seller** with an official copy and title plan for the **buyer's** new title; and

(c) join in any representations the **seller** may properly make to Land Registry relating to the application.

G28. Notices and other communications

G28.1 All communications, including notices, must be in writing. Communication to or by the **seller** or the **buyer** may be given to or by their conveyancers.

G28.2 A communication may be relied on if: (a) delivered by hand; or

(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or

(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the **sale memorandum**) by a postal service that offers normally to deliver mail the next following **business day**.

G28.3 A communication is to be treated as received: (a) when delivered, if delivered by hand; or

(b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a **business day** a communication is to be treated as received on the next **business day**.

G28.4 A communication sent by a postal service that offers normally to deliver mail the next following **business day** will be treated as received on the second **business day** after it has been posted.

G29. **Contracts (Rights of Third Parties) Act 1999** No one is intended to have any benefit under the **contract** pursuant to the **Contract (Rights of Third Parties) Act 1999**.

G30. Extra General Conditions

G30.1 If a cheque for all or part of the deposit is not cleared on first presentation, the **auctioneers** are under no obligation to re-present the cheque, but should they do so (at their sole discretion) then the **buyer** will pay to the **auctioneers** a fee of £100 plus VAT, such payment being due whether or not the cheque ultimately clears.

G30.2 Vacant possession of the **lot** shall be given to the **buyer** on **completion** except where stated in the **special conditions**. The **buyer** accepts that vacant possession of the whole or any part of the **lot** offered with vacant possession notwithstanding that:

(a) there may be furniture fittings or effects remaining at the **lot** in which case the **buyer** shall not be entitled to require the removal of such items or delay **completion** on the grounds that the existence of such items does not constitute vacant possession, and

(b) that all or part of the **lot** whether comprising a house, part of a house, flat or flats may not legally be used for immediate residential occupation.

G30.3 The **buyer** will pay to the **auctioneers** a Buyers Administration Fee of £600 inclusive of VAT (£300 for transactions of less than £10,000). If for any reason this sum is not paid on exchange of contracts then it will be payable to the **seller's** solicitors on **completion** in addition to the purchase **price**.

G30.4 Any description of the **lot** which includes reference to its use does not imply or warrant that it may be legally used for that purpose.

G30.5 If the **buyer** is unable to provide adequate means of identification in the auction room either for himself or for the contractual **buyer** (if this is different) the **auctioneers** may retain the **sale memorandum** signed by or on behalf of the **seller** until such identification is produced and in the absence of its production may (as agents for the **seller**) treat this as the **buyers** repudiation of the **contract** and re-offer the **lot** for sale.

G30.6 The **auctioneers** shall be under no financial liability in respect of any matters arising out of the **auction** or the **particulars** of any **lot** or any of the **conditions** relating to any **lot**. No claims shall be made against the **auctioneers** by the **buyer** in respect of any loss or damage or claim actually or allegedly suffered by or made against the **buyer** by reason of the **buyer** entering into the **contract**.

G30.7 The **auctioneers** have undertaken their best endeavours to satisfy themselves as to the bone fides of the **seller** and that he is the beneficial owner but we give no warranty.

A full copy of the Common Auction Conditions including the Glossary can be found at:
www.rics.org/commonauctionconditions

LEGAL PACKS

Once you have successfully bid for a property you have become the legal purchaser and are duty bound to complete within the contractual time scale.

It is therefore your responsibility to consult your legal advisor and to have inspected the legal documentation which has been prepared for each lot by the vendor's solicitors prior to the Auction.

The Legal Pack is available at the Auctioneers offices and website during the marketing period and in the auction room on the sale day. By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

**If you need any help
please contact the Auction Team
Tel 0121 247 2233**



Our extensive knowledge and expertise developed over many years enables us to provide our clients with a comprehensive range of quality services



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